

EXHIBIT A

EXHIBIT A

1 Priscilla Santos Cortez
2 4132 Calmoor Street
3 National City, California [91950]

4
5
6 Propria persona
7
8

DISTRICT COURT

9 CLARK COUNTY, NEVADA

A 15-718200-C

10 PRISCILLA SANTOS CORTEZ,

11 CIVIL CASE NO. X111

12 Plaintiff,

13 vs.

14 NATIONSTAR MORTGAGE, LLC;
15 QUALITY LOAN SERVICING, LLC;
16 WEST COAST MORTGAGE GROUP;
17 ALLIANCE BANCORP;
18 AURORA BANK, FSB;
19 MORTGAGE ELECTRONIC
20 REGISTRATION SYSTEMS, INC.
21 ROSE VELLANOWETH;
22 and DOES 1-10, inclusive.

23 Defendants.

24 VERIFIED COMPLAINT FOR
25 DAMAGES, DECLARATORY AND
26 INJUNCTIVE RELIEF

27

1. Fraud in the Factum;
2. Violations of the Truth in Lending
Act;
3. Rescission;
4. Unfair Lending Practices Under
N.R.S. Chapter 598D;
5. Violation of the Fair Debt
Collection Practices Act Under
N.R.S. Chapter 649;
6. Improper Foreclosure Under the
Deed of Trust;
7. Violations of Nevada Revised
Statutes N.R.C.P. 17(a)
8. Unfair Business Practices;
9. Quiet Title

27 [Ex Parte Application for TRO and
28 Preliminary Injunction filed
contemporaneously herewith]

29 Comes now, Priscilla Santos Cortez, (hereinafter, "Plaintiff"), appearing "pro per," and
30 claims alleges and complains to this Honorable Court as follows:

31 I. Parties

32 A. Plaintiff

33 1. Plaintiff Priscilla Santos Cortez, is an individual, who, at all times relevant to

1 this Complaint has been a citizen of the State of Nevada, and the legal and rightful owner of
2 record of, and resided in the real property commonly described as: 1020 Zurich Avenue,
3 Henderson, NV 89015, located in Clark County, with the legal description of:

4 Lot Eight (8) in Block A of BOULDER CREEK 11, as shown by
5 map thereof on file in Book 124 of Plats, Page 72, in the Office of
the County Recorder of Clark County, Nevada.

6 A.P.N. 179-16-812-008, (hereinafter, the "Subject Property").
7

8 **B. Defendants**

9 2. Defendant, WEST COAST MORTGAGE GROUP, ("WCMG"), is a mortgage
10 loan brokering company, organized and operating under the laws of California, not registered
11 to do business in the State of Nevada during the brokering of this loan, with its principle
12 business offices located at 2716 Broadway, Sacramento, CA 95818.

13 3. Defendant, ALLIANCE BANCORP, Inc., ("ALLIANCE"), is a corporation
14 organized and operating under the laws of Nevada, Entity Number C2478-2002, whose
15 corporate status is currently "revoked," and who filed for Chapter 7 Bankruptcy on July 13,
16 2007, less than a year after this loan. ALLIANCE's principle business offices located at 541
17 Lawrence Rd., Broomall, PA 19008.

19 4. Defendant, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.,
20 ("MERS"), is a corporation organized and operating under the laws of Delaware, with its
21 principle business offices located at 1818 Library Street, Suite 300, Reston, VA 20190.

22 5. Defendant, AURORA BANK, FSB, ("AURORA"), is a corporation organized
23 and operating under the laws of the United States, with its principle business offices located at
24 1000 N. West Street, Suite 200, Wilmington, DE 19801.

26 6. Defendant Nationstar Mortgage, LLC, ("NATIONSTAR") is a corporation
27 organized and operating under the laws of Texas, with its registered agent in Nevada known as
28

1 and located at: CSC SERVICES OF NEVADA, INC., 2215-B Renaissance Drive, Las Vegas,
2 NV 89119

3 7. Defendant QUALITY LOAN SERVICE, LLC, ("QUALITY") is a corporation
4 organized and operating under the laws of California, with its registered agent in Nevada
5 known as and located at: Kristin A. Schuler-Hintz, 9510 W. Sahara Avenue, Las Vegas, NV
6 89117.

7 8. Defendant ROSE VELLANOWETH, "VELLANOWETH" is an individual,
8 believed to reside in the State of Nevada, who, at all relevant times to this Complaint was
9 employed by Defendant WCMG, but her current physical address is unascertainable by
10 Plaintiff.

11 9. Defendant DOEs 1-10 are individuals whose names, addresses and States of
12 residence are currently unknown to the Plaintiff, but who are believed to have forged
13 signatures on a series of documents officially recorded against the Subject Property.

14 10. Plaintiff will request leave to amend to add these names and addresses when
15 such are ascertained.

16 **II. JURISDICTION AND VENUE**

17 11. This Court has subject matter jurisdiction over this controversy pursuant to
18 Article 6, section 6 of the Nevada Constitution.

19 12. This Court has personal jurisdiction over the Defendants inasmuch as said
20 Defendants are conducting business in the State of Nevada.

21 13. Venue is proper in this Court pursuant to because the controversy involves real
22 property located in the County of Clark, State of Nevada and the actions and omissions
23 complained of occurred within this District.

24 **III. STATEMENT OF FACTS**

14. Evidence of the Plaintiff's ownership of the Subject Property originates with a "GRANT, BARGAIN, SALE DEED" dated January 10, 2006, "in consideration of \$10.00 and other valuable consideration, the receipt of which [was] . . . acknowledged", from Grantors: WOODSIDE PRESERVE AT BOULDER CREEK, LLC, A NEVADA LIMITED LIABILITY COMPANY, to Grantees: RICHARD EVALOBO, a married man as his sole and separate property and PRISCILLA SANTOS CORTEZ, a married woman as her sole and separate property both as joint tenants, filed 01/17/2006 in the Clark County Recorder's Office under Instrument Number: 20060117-0003644.

15. The GRANT, BARGAIN, SALE DEED describes the Subject Property.

11 16. Subsequently, Richard Evalobo executed a "Quit Claim" Deed, quit claiming all
12 his interest in the subject property to Plaintiff, leaving her the sole legal, recorded owner of the
13 Subject Property.

14 17. Plaintiff, in seeking financing for the Purchase of the Subject Property,
15 completed a Uniform Residential Loan Application with the assistance of a broker, Defendant
16 Vellanoweth, employed by Defendant WCMG.
17

18 18. As part of the loan package, Plaintiff was provided numerous disclosures and
19 documents, including the Truth in Lending Act Statement, (TILA Form) and a final closing
20 statement (Closing Statement).

19. The initial TILA form disclosed the terms as 7.260% APR, the amount financed
as \$405,150.00, the finance charge as \$601,277.82, the total of payments as \$1,006,427.62,
with 24 payments of \$2,447.78, 335 payments of \$2,820.48, and 1 payment of \$2,820.10.

25 20. The final TILA form disclosed the terms as 7.720% APR, the amount financed
26 as \$393,985.38, the finance charge as \$691,178.44, the total of payments as \$1,085,163.82,
27 with 24 payments of \$2,447.78, 96 payments of \$2,532.19, 239 payments of \$3,263.86, and a

1 final payment of \$3,264.32.

2 21. The Closing Statement disclosed the following fees and charges:

3 a. \$6,077.25 – Loan Origination Fee – WCMG;
4 b. \$475.00 – Appraisal Fee to WCMG
5 c. \$500.00 – Broker Processing Fee to WCMG
6 d. \$300.00 – Administrative Fee – WCMG
7 e. \$495.00 – Underwriting Fee - ALLIANCE
8 f. \$295.00 – Document Fee – ALLIANCE
9 g. \$89.00 – Tax Service Fee – ALLIANCE
10 h. \$2,025.75 – Yield Spread Premium (1st)- WCMG
11 i. \$125.50 – Yield Spread Premium (2nd) – WCMG

13 For a total of \$9,378.00 to WCMG and a total of \$879.00 to ALLIANCE.

14 22. The Uniform Underwriting Transmittal Summary disclosed a Loan to Value
15 ratio of 80.000%, and the combined, total loan total value ratio of 89.991%.

16 23. Plaintiff was led to believe she was applying and receiving a "conventional
17 loan," as that boxed was checked on the Uniform Residential Loan Application.

18 24. The Appraisal was conducted at a cost of \$475.00 and the Subject Property was
19 appraised higher than the actual value, based upon an artificially created curve based upon
20 Defendants greed as opposed to actual value.

21 25. The appraised value exceeded the actual value by at least \$45,000.

22 26. On information and belief, Plaintiff alleges said appraiser inflated the appraisal
23 of the Subject Property, either unilaterally to ensure the closing, or due to pressuring from
24 ALLIANCE, Vellanoweth, and/or an as yet identified entity sued herein as DOE #1.

25 27. On or about January 5, 2006, Plaintiff signed the Promissory Note, ("NOTE")

1 naming ALLIANCE as the Lender, with absolutely no reference to MERS or any other entity
2 to pay.

3 28. The terms stated on the face of the actual NOTE were \$405,150.00, for 360
4 months, at an interest rate of 7.250%; ARM type loan.

5 29. Subsequently, February 6, 2009, ALLIANCE was closed, filed for bankruptcy,
6 and ceased to exist.

7 **IV. OFFICIAL RECORDS OF CLARK COUNTY, NEVADA**

8 30. The NOTE was secured with a first Deed of Trust, ("DEED"), dated January 5,
9 2006, recorded January 17, 2006, under Instrument No. 20060117-0003647. Defendant
10 ALLIANCE is the Lender on the DEED, and MERS is the nominee beneficiary for
11 ALLIANCE, "solely with regard to the [DEED]."

12 31. Subsequently, a "Corporate Assignment of Deed of Trust" (CADOT), was
13 signed on September 8, 2011, by Pamela J. Pedersen, "Vice President" of MERS, as nominee
14 for ALLIANCE, notarized same day by Deb Seibert in Scotts Bluff, Nebraska.

15 32. The CADOT claimed to transfer all beneficial interest in the NOTE and DEED
16 from MERS as nominee for ALLIANCE to AURORA.

17 33. The CADOT was recorded by AURORA on November 15, 2011, under
18 Instrument No. 201111150002906.

19 34. Subsequently, an "Assignment of Deed of Trust" ("ADOT"), was signed on
20 April 27, 2012, by Clint Vail, "Assistant Secretary" of NATIONSTAR, claiming to act as
21 "attorney in fact" for Aurora!, notarized the same day in Danton, Texas.

22 35. The ADOT claimed to transfer all beneficial interest in the NOTE and DEED
23 from AURORA to NATIONSTAR.

24 36. The ADOT was recorded in the Clark County Recorder's Office on December

1 4, 2012, as Instrument No. 201212040002280.

2 37. Subsequently, a Substitution of Trustee, ("SOT"), was signed on December 18,
3 2012, by Stephanie Fuentes, "Assistant Secretary" for QUALITY, acting as "attorney in fact"
4 for NATIONSTAR.

5 38. The SOT claims to substitute QUALITY for the original Trustee under the
6 DOT.

7 39. The SOT was recorded in the Clark County Recorder's Office on December 20,
8 2012, as Instrument No. 20121220004110.

9 40. Subsequently, a Notice of Breach and Default and of Election to Cause Sale of
10 Real Property under Deed of Trust, ("NOD") was signed by Stephanie Fuentes, "Assistant
11 Secretary" of QUALITY.

12 41. The NOD claims Plaintiff defaulted on the original amount of \$405,150.00,
13 with installments of principle and interest becoming due on May 1, 2011.

14 42. The NOD did not provide all required notices and language consistent with the
15 DOT.

16 43. December 17, 2014, the NOD was recorded in the Clark County Recorder's
17 Office as Instrument No. 20141217-0000019.

18 44. Subsequently, around April 10, 2015, QUALITY sent a Notice of Trustee's Sale
19 to Plaintiff at the Zurich Home.

20 45. The Notice threatened a sale on April 24, 2015, and it is believed that sale has
21 occurred, as a document titled "3 day notice to quit" was posted to Plaintiff's door after the
22 24th.

23 **A. THE SECURITIZATION**

24 46. Though ALLIANCE was listed as the "Lender" on the NOTE and

1 MORTGAGE, Plaintiff is informed and believes and thereon alleges ALLIANCE was in fact,
2 an "originating broker" in the LEHMAN XS TRUST SERIES 2006-3 securitization
3 transaction.

4 47. As an originating broker, ALLIANCE entered into a myriad of contracts,
5 whereby the actual funds ALLIANCE allegedly wired as part of her obligation in this
6 mortgage loan transaction were provided by a different entity, and ALLIANCE pre-sold its
7 interests in the NOTE and DOT.

8 48. With the designation "Lender," rather than "originating broker," and a
9 "Conventional Loan," ALLIANCE was able to ensnare Plaintiff in a loan whose terms are
10 literally unconscionable.

12 49. Between January 5, 2006 and February 28, 2006, and ALLIANCE sold all its
13 interest in NOTE, without recourse to Lehman Brothers Holding Inc., (as "Seller"), who in turn
14 sold the same to Structured Asset Securities Corporation, (as "Depositor"), and thereafter,
15 between and February 1, 2006 (the "cut-off date") and February 28, 2006 (the "closing date"),
16 it was placed into LEHMAN XS 2006-3, as an asset for issuance of certificates against same.

18 50. The Pooling and Servicing Agreement, ("PSA") for the Lehman XS 2006-3
19 securitized trust¹ empowered U.S. Bank, N.A. as the "Trustee" and AURORA as "Servicer,"
20 explicitly limited the actions U.S. Bank, N.A. as Trustee and AURORA as Servicer could take
21 with regard to assets of the Trust, and contained numerous relevant clauses and mandatory
22 provisions.

24 51. On September 8, 2011 AURORA purportedly purchased all beneficial interest
25 in the NOTE and DEED from MERS as nominee for ALLIANCE, (who already sold such in
26 2006, and ceased to exist in 2009), who in turn was claiming to sell such unilaterally, as

27
28 ¹ Available from the SEC at <http://www.secinfo.com/d12TC3.v9qv.d.htm>.

1 opposed to "as nominee" for Defendant ALLIANCE.

2 52. The ADOT was executed over four (4) years after the cut-off date of the
3 LEHMAN XS 2006-3 Trust, and recorded almost two years *past* the two year limit explicitly
4 delineated in the PSA.

5 53. According to mandated Securities and Exchange Commission disclosures by
6 NATIONSTAR, (available for download at:

7 <http://www.sec.gov/Archives/edgar/data/1507951/000119312512306813/d381728dex994.htm>
8 m):

9
10 On March 6, 2012, we entered into an asset purchase agreement
11 (as subsequently amended, the "Aurora Purchase Agreement")
12 with Aurora Bank FSB, a federal savings bank organized under the
13 laws of the United States, and Aurora Loan Services LLC, a
14 Delaware limited liability company (collectively with Aurora Bank
15 FSB, the "Aurora Sellers"). Each of the Aurora Sellers is a
16 subsidiary of Lehman Brothers Bancorp Inc. We completed the
17 asset acquisition in June 2012. Pursuant to the Aurora Purchase
18 Agreement, we purchased the mortgage servicing rights ("MSRs")
19 to approximately 300,000 residential mortgage loans with a total
unpaid principal balance ("UPB") of approximately \$63.7 billion,
as measured as of May 31, 2012, \$1.7 billion of servicing advance
receivables, as measured as of May 31, 2012, and certain other
assets. The composition of the total portfolio is approximately 75%
non-conforming loans in private label securitizations and
approximately 25% conforming loans in government-sponsored
enterprises ("GSE") pools. We also assumed certain liabilities.

20 54. NATIONSTAR purchased "servicing rights" – not "ownership" rights.

21 55. Without actual "ownership" rights, NATIONSTAR did not have the authority to
22 substitute the Trustee, nor cause that substituted trustee, (QUALITY), to issue the NOTS.

23
24 **V. GENERAL ALLEGATIONS**

25 56. Plaintiff is informed and believes and thereon alleges that, at all times herein
26 mentioned, each of the named Defendants sued herein, was the agent and employee of each of
27 the remaining defendants. Plaintiff alleges that each and every defendant ratified the conduct of

1 each and every other Defendant, and that at all times said defendants were acting within the
2 purpose and scope of such agency and employment.

3 57. March 22, 2015, Plaintiff made a demand for presentment of her NOTE under
4 Uniform Commercial Code 3-501, and as of the filing of this complaint, neither QUALITY nor
5 NATIONSTAR has responded.

6 58. Plaintiff further alleges on information and belief that none of these alleged
7 beneficiaries or representatives on the ADOT can prove that they had the authority to sell or
8 buy any interest in the NOTE and DEED, sign the documents, acknowledge the documents or
9 record the documents prior to doing so, in violation of **Nevada Revised Statutes, Chapter**
10 **106, et seq. and 107 et seq.**

12 59. Plaintiff alleges that Defendants, and each of them, are engaged in and continue
13 to engage in violations of Nevada State law including but not limited to **NRS 106.210, 220;**
14 **107.025, 107.028, 107.040 - 107.311; NRS 107.520- 560**, and unless restrained will continue
15 to engage in such misconduct, and that public benefit necessitates that Defendants be restrained
16 from such conduct in the future.

18 60. Defendant NATIONSTAR, in claiming all right, title and interest in the NOTE
19 and DOT, and to enforce the NOTE and DOT, is subject to the Federal Trade Commission
20 "Holder Rule," thus, liable for infirmities, illegalities and other errors or omissions in the loan
21 which spawned the NOTE and DOT.

22 61. Defendants NATIONSTAR and QUALITY are believed to have completed the
23 non-judicial foreclosure of Plaintiff's home on April 24, 2015 – but there has been no
24 recordation of the Trustee's Deed, simply the posting of a 3 day notice to quit by unnamed
25 parties.

27 VI. **CAUSES OF ACTION**
28

FIRST CAUSE OF ACTION
FRAUD IN THE FACTUM

**(Against Defendants ALLIANCE, WCMG, VELLANOWETH,
NATIONSTAR and DOES 2-5)**

62. Plaintiff re-alleges and incorporates paragraphs 1-61 above by this specific reference, as though fully set forth herein.

63. Defendants negligently and intentionally misrepresented and/or caused the negligent and/or intentional misrepresentation, (through the illegal means described in Exhibit 3 to Plaintiff's contemporaneously filed Ex Parte Application for Temporary Restraining Order), the value of the Subject Property by failing to use and analyze appropriate comparable sales in Defendant's appraisal and completely disregarding the County appraised tax value of the Subject Property.

64. Defendant WCMG, through Defendant VELLANOWETH negligently and/or intentionally made representations in the appraisal of the property for which Defendants had no reasonable grounds for believing to be fact, and that Defendants knew that someone in the Plaintiff's position would rely on said appraisals in lending practices which would ultimately lead to Plaintiff's damage

65. Plaintiff was led to believe this and more, through actions, verbal assurances, and written statements, specifically, that she were receiving a "conventional" loan.

66. With full understanding, ALLIANCE misrepresented itself as a traditional “lender,” when, in reality, ALLIANCE was simply an “originating broker” in the Lehman XS 2006-3 XS Trust, without any corresponding loss to itself if Plaintiff ultimately failed to repay the loan – not the “conventional” loan Plaintiff was misrepresented into believing.

67. With full knowledge it was just an originating broker, ALLIANCE, with direct assistance from WCMG, ALLIANCE tricked Plaintiff into believing she had a "Conventional Loan" where the "Lender" provided the funds directly, rather than obtaining the funds from the

1 Secondary Market, inherently costing the Plaintiff more money.

2 68. ALLIANCE did this with the intent that it and others involved would actually
3 make more money off of the Plaintiff than they would have if sales through multiple parties on
4 the secondary market were not required.

5 69. Plaintiff justifiably relied upon ALLIANCE, WCMG and VELLANOWETH in
6 their actions and representations in the loan process because Plaintiff was, at the time, wholly
7 unfamiliar with Loans and Lending, the laws pertaining to such, and ALLIANCE, WCMG and
8 VELLANOWETH appeared to be official companies and individuals, professionals in their
9 field, and this was prior to the mortgage meltdown, when people still had trust and faith in the
10 system and the entities representing it.

12 70. Plaintiff justifiably relied upon such imbued misapprehension of the
13 fundamental nature of the transaction and the inherent additional costs when multiple parties
14 are contractually mandated to be paid through the selling, servicing or future attempted
15 foreclosing upon the loan, to her severe damage and detriment.

17 71. In justifiably relying upon the misrepresentations of Defendants, Plaintiff
18 suffered damages in the form of a higher-cost loan that she believed was "conventional," the
19 issues with the adjustable rate increasing, the costs of experts working to unravel what
20 happened, the cost of the previous and this court case, copies, mailings, loss of work, loss of
21 life opportunity in spending time on this rather than regular life, loss of mental, emotional and
22 physical health and well-being due to the extreme stress and distress caused by this entire
23 situation.

25 72. In doing the acts alleged herein, Defendants operated with oppression, fraud,
26 and or malice, thus, entitling Plaintiff to punitive damages in an amount of \$1,000,000, or 9 to
27 10 times the compensatory damages awarded, or an amount proven at trial.

SECOND CAUSE OF ACTION

TILA VIOLAITONS

(Against Defendants ALLIANCE, DOEs 2-5 and NATIONSTAR)

3 73. Plaintiff incorporates by reference the allegations made in paragraphs 1 through
4 72, inclusive, as though fully set forth herein.

5 74. A professional audit, by Prime Legal Services LLC of Clifton, New Jersey, of
6 the Plaintiff's mortgage loan revealed the annual percentage rate [APR] was understated by
7 .460% which is a violation of TILA.

9 75. It was further found that the finance charge was understated by an enormous
10 \$10,257.00, another violation of TILA.

11 76. The inaccurate calculation of the finance charge resulted in an inaccurate
12 amount financed and APR in violation of 15 U.S.C. § 1602(u) and 12 C.F.R. § 226.18.

13 77. Furthermore, the variable interest rate was not disclosed to Plaintiff, nor was she
14 provided individual copies of all documents in the transaction as required by TILA in violation
15 of 15 U.S.C. § 1632 and 12 C.F.R. § 226.17(d).

17 78. Plaintiff is entitled to damages, injunctive and declaratory relief against
18 Defendants in the form of monetary penalties, enjoining any further actions of Defendants
19 regarding the Subject Property, the title thereto, or Plaintiff's rights, title and interest therein,
20 and also in the form of actual rescission of the loan.

THIRD CAUSE OF ACTION

RESCISSION

(Against All Defendants except Vellanoweth)

24 79. Plaintiff incorporate herein by reference the allegations made in paragraphs 1
25 through 78, inclusive, as though fully set forth herein.
26

26 80. In Nevada, the right of rescission has been extended to land sale contracts and
27 their accompanying mortgages if fraud or deceptive practices are involved

81. Nevada also recognizes the unilateral mistake rule found in the Restatement (Second) of Contracts, which allows for rescission when "a mistake ... at the time of contract was made as to a basic assumption ... which ... has a material effect on the agreed exchange of performances that is adverse to him [who made the mistake]... and (b) the other party had reason to know of the mistake or his fault caused the mistake.

82. By withholding all the proper disclosures from the Plaintiff, Defendants ALLIANCE and WCMG were responsible for Plaintiff's misrepresentations of the true nature of the purported "loan" transaction, something the Defendant knew or should have known.

83. As a result, the Plaintiff is entitled to, and hereby does rescind her loan, under TILA, Nevada statutes, Nevada common law, and basic contract law precepts of offer, consideration, acceptance, understanding, and the necessarily fatally flawed requirement of "meeting of the minds."

84. Plaintiff did not know of the facts forming the basis of her ability to rescind the loan until the prime legal services audit was complete and delivered, no earlier than January 12, 2012.

85. Plaintiff would have immediately rescinded the loan if she knew the total misrepresentations made by the named Defendants.

FOURTH CAUSE OF ACTION

**UNFAIR LENDING PRACTICES UNDER N.R.S. CHAPTER 598D
(Against all Defendants)**

86. Plaintiff incorporate herein by reference the allegations made in paragraphs 1 through 85, inclusive, as though fully set forth herein.

87. Defendant ALLIANCE made "a home loan to Plaintiff based solely upon the equity of the Plaintiff in the Subject Property and without determining that the Plaintiff had the

1 ability to repay the home loan from other assets . . .”

2 88. Defendants ALLIANCE, together with DOEs 2-5, engaged Plaintiff in a falsely
3 represented “conventional” loan without determining she had the ability to repay the loan.

4 89. Plaintiff was unaware of the facts forming the unfair lending practice until she
5 received Prime Legal Services Audit in 2012.

6 90. Plaintiff sued thereafter, with such only recently being dismissed “without
7 prejudice” in March of this year, allowing the instant compliant just over a month later, in
8 April of 2015.

9 91. As a direct and proximate result of the aforementioned wrongful conduct of the
10 Defendants, the Plaintiff have incurred and continue to incur legal fees, including costs, as well
11 as expenses to right the Defendants wrongdoing, suffered anxiety, worry, mental, physical and
12 emotional distress, and other incidental and consequential damages and expenses in an amount
13 which will be proven at the time of trial.

14

FIFTH CAUSE OF ACTION
VIOLATION OF THE FAIR DEBT COLLECTION PRACTICES ACT UNDER N.R.S.
CHAPTER 649
(Against Defendants NATIONSTAR, QUALITY, MERS and DOEs 1-7)

15 92. Plaintiff incorporate herein by reference the allegations made in paragraphs 1
16 through 91, inclusive, as though fully set forth herein.

17 93. QUALITY and NATIONSTAR violated the FDCPA by failing to include
18 certain language in the NOD mandated by 15 U.S.C. §§ 1692e(11) and 1692g(a)(1)-(5), by
19 making a false and misleading attempt to collect a debt by failing to include the notice required
20 under the DOT, and by misrepresenting that acceleration had occurred when it cannot yet have
21 occurred under the terms of the DOT.

22 94. QUALITY and NATIONSTAR were not the original Trustee, nor the Original
23 Lender/Servicer.

95. NATIONSTAR is alleged to be a servicer who acquired said position after any alleged default, not prior to, and QUALITY was substituted in by NATIONSTAR.

96. So QUALITY and NATIONSTAR constitute "debt collectors" for purposes of this cause.

97. As a direct and proximate result of the aforementioned wrongful conduct of the Defendants, the Plaintiff have incurred and continue to incur legal fees, including costs, as well as expenses to right the Defendants wrongdoing, suffered anxiety, worry, mental, physical and emotional distress, and other incidental and consequential damages and expenses in an amount which will be proven at the time of trial.

SIXTH CAUSE OF ACTION
IMPROPER FORECLOSURE UNDER THE DEED OF TRUST
(Against Defendants NATIONSTAR, QUALITY, MERS and DOEs 1-7)

98. Plaintiff incorporate herein by reference the allegations made in paragraphs 1 through 97, inclusive, as though fully set forth herein.

99. Paragraph 22 of the DOT requires (in all bold print) that prior to acceleration of the loan following default, the lender must notify the borrower of default, action required to cure, a date at least thirty days thereafter by which to cure, and that failure to timely cure may result in acceleration.

100. This notice required by the very terms of the DOT was not provided in the NOD, or through any other means or in any other fashion.

101. Rather, in addition to the fact of and amount of default, the NOD instructs Plaintiff: "NOTICE. You may have the right to cure the default . . . To determine if reinstatement is possible and the amount, if any, to cure the default, contact: [NATIONSTAR Mortgage LLC c/o Quality Loan Service Corporation]".

102. This is not sufficient to satisfy the requirement in paragraph 22 of the DOT that

1 such information be directly provided to the borrower.

2 103. Under the plain language of the DOT, the lender bears the burden of providing
3 certain notices concerning default and cure to the borrower.

4 104. Plaintiff has sued to reverse the foreclosure after the sale but prior to the
5 recordation of the Trustee's Deed, and further seeks a declaration that the Trustee's Sale and
6 the NOD are invalid because the NOD fails to comply with the terms of the DOT.

7 105. As a direct and proximate result of the aforementioned wrongful conduct of the
8 Defendants, the Plaintiff have incurred and continue to incur legal fees, including costs, as well
9 as expenses to right the Defendants wrongdoing, suffered anxiety, worry, mental, physical and
10 emotional distress, and other incidental and consequential damages and expenses in an amount
11 which will be proven at the time of trial.

13 **SEVENTH CAUSE OF ACTION**
14 **VIOLATION OF N.R.C.P. 17(A)**
15 (Against Defendants NATIONSTAR, QUALITY, MERS and DOEs 1-7)

16 106. Plaintiff incorporate herein by reference the allegations made in paragraphs 1
17 through 105, inclusive, as though fully set forth herein.

18 107. NRCP 17(a) provides that "[e]very action shall be prosecuted in the name of the
19 real party in interest."

20 108. A real party in interest is one who possesses the right to enforce the claim and
21 has a significant interest in the litigation.

22 109. Due to this limitation, a party generally has standing to assert only its own rights
23 and cannot raise the claims of a third party not before the court.

24 110. NATIONSTAR contends it is the beneficiary of the DOT and the obligee under
25 the NOTE based upon the April 27, 2012, assignment of the NOTE and DOT. For this
26 assignment, (from AURORA to NATIONSTAR), to be valid, the September 8, 2011,

1 assignment of the Note and DOT to AURORA by MERS must be valid.

2 111. The authority of an agent terminates when the principal dies [or ceases to exist].

3 See NRS 162A.270(1)(a). The Restatement (Third) of Agency states:

4 (4) When a principal that is not an individual ceases to exist or
5 commences a process that will lead to cessation of its existence or
6 when its powers are suspended, the agent's actual authority
terminates except as provided by law.

7 Restatement (Third) Of Agency § 3.07 (2006)

8 112. It is undisputed that ALLIANCE voluntarily liquidated and closed as of
9 February 6, 2009. Any powers ALLIANCE granted to MERS to act as the beneficiary of the
10 DOT terminated on that date. Meaning the September 8, 2011, assignment of the DOT and
11 NOTE is void.

12 113. An act of agency done by an agent after the death of his principal is void even
13 though the agent does not know of his principal's death. *Galt v. Galloway*, 29 U.S. 332, 335, 7
14 L. Ed. 876 (1830).

15 114. Therefore, AURORA was not assigned any interest in the NOTE and DOT by
16 MERS.

17 115. Because AURORA had no interest in either the NOTE or DOT, it could not
18 assign any interest to NATIONSTAR.

19 116. Meaning NATIONSTAR is not the real party in interest and has no standing to
20 foreclose or to substitute QUALITY in as the Trustee.

21 117. An injunction must immediately be issued enjoining NATIONSTAR,
22 QUALITY, and any of their agents or assigns from further affecting title to, or the physical
23 condition or possession of the Subject Property, due to the completed Non-Judicial Foreclosure
24 on April 24, 2015.

25 118. As a direct and proximate result of the aforementioned wrongful conduct of the
26

1 Defendants, the Plaintiff has incurred and continues to incur legal fees, including costs, as well
2 as expenses to right the Defendants wrongdoings.

3 119. Plaintiff has suffered anxiety, worry, mental, physical and emotional distress,
4 and other incidental and consequential damages and expenses in an amount which will be
5 proven at the time of trial.

6

7 **EIGHTH CAUSE OF ACTION**
8 **UNLAWFUL BUSINESS PRACTICES AND ACTS**
9 **N.R.S. 598A.060**
(Against All Defendants)

10 120. Plaintiff incorporate herein by reference the allegations made in paragraphs 1
11 through 119, inclusive, as though fully set forth herein

12 121. Plaintiff was deceived by Defendants, which is actionable under N.R.S.
13 598.023(3), because N.R.S. section 41.600.2(e) provides for a private cause of action for a
14 person who is a victim of consumer fraud.

15 122. Rules relating to deceptive trade practices are dealt under N.R.S., Title 52,
16 Chapter 598 *et seq.* (Deceptive Trade Practices).

17 123. Section 598.0915 of this Chapter prohibits any person from advertising goods or
18 services with the intent not to sell or lease them as advertised. Under Title 15, Chapter 207
19 (Miscellaneous Crimes Deceptive Advertising), Section 207.171, it is unlawful for any person
20 to advertise a device by any means so as to induce any person to buy, sell, lease, dispose of,
21 utilize to create any interest in that thing.

22 124. N.R.S. 41.600.2(e) defines "consumer fraud" to include a "deceptive trade
23 practice as defined in NRS 598.0915 to 598.0925, inclusive. Plaintiff's claims are actionable
24 under N.R.S. 598.023(3) for the violations outlined herein.

25 125. As set forth under Section 41.600 of N.R.S., an action can be brought by any
26

1 victim of consumer fraud and can recover damages s/he has sustained, including reasonable
2 attorney fees.

3 126. As a result of the Defendants numerous, gross, malicious and intentional
4 unlawful business acts and practices described in this Complaint, the Defendants conduct must
5 be considered sufficient to be described as violating N.R.S. 528, et seq.

6 127. As a direct and proximate result of the aforementioned wrongful conduct of the
7 Defendants, the Plaintiff have incurred and continue to incur legal fees, including costs, as well
8 as expenses to right the Defendants wrongdoing, suffered anxiety, worry, mental, physical and
9 emotional distress, and other incidental and consequential damages and expenses in an amount
10 which will be proven at the time of trial.

12 **NINTH CAUSE OF ACTION**

13 **QUIET TITLE**

14 **(Against All Defendants)**

15 128. Plaintiff re-alleges and incorporates by this specific reference, all preceding
16 paragraphs as though fully set forth herein.

17 129. Plaintiff has contemporaneously filed a Notice of Pendency of Action, (Lis
18 Pendens) contemporaneously with this complaint, to comply with the dictates of N.R.S.
19 14.010.

20 130. The Nevada Revised Statutes provide for relief in Section 40, which states in
21 **N.R.S. 40.010: Actions may be brought against adverse claimants.** An action may be
22 brought by any person against another who claims an estate or interest in real property, adverse
23 to him, for the purpose of determining such adverse claim.

24 131. Plaintiff is and has been, at all relevant times to this complaint, the owner of
25 record of the Subject Property, described above commonly, and with its legal description.

26 132. Defendants, and each of them named by name or by DOE, claim right, title and

1 interest which is adverse to that of the Plaintiff, and such claims are without foundations or
2 merit.

3 133. Plaintiff alleges that an assignment made **FROM MERS** as nominee for
4 **ALLIANCE** after **ALLIANCE** ceased to exist, is a void act.

5 134. Further, an assignment made **FROM MERS** as nominee for **ALLIANCE**, rather
6 than from **MERS** as nominee for **ALLIANCE**, to the Sponsor, then from the Sponsor, to the
7 Depositor, then from the Depositor, to the Trustee; is a fatal deviation from the PSA mandates.
8

9 135. Plaintiff alleges that the non-performing **NOTE** has been paid by insurance,
10 being Primary Mortgage Insurance, the insurance imposed once the **NOTE** was converted to a
11 security, and the Credit Default Swap provisions in the PSA, (which is the industry standard
12 operating procedure), and if so, the debt is discharged and Defendants are fraudulently "double
13 dipping."

14 VI. **PRAYER FOR RELIEF**

15 WHEREFORE, Plaintiff prays for judgment against Defendants and each of them, as
16 follows:

17 **FIRST CAUSE OF ACTION**

18 a) For actual damages against each defendant individually, jointly and
19 severally in an amount to be proven at trial \$405,150.00;
20
21 b) For general damages against each defendant individually, jointly and
22 severally in an amount to be proven at trial;
23
24 c) For special damages against each defendant individually, jointly and
25 severally in an amount to be proven at trial;
26
27 d) For exemplary damages against each defendant individually, jointly and
28 severally, in an amount to be proven at trial;
29
30 e) For Compensatory damages against each defendant individually, jointly
31 and severally, in an amount to be proven at trial, but not less than
32 96,498.20;

- 1 f) For punitive damages against each defendant individually, jointly and
- 2 severally, in an amount of \$1,000,000, or an amount to be proven at
- 3 trial;
- 4 g) For treble damages at triple the value of the Subject Property, with such
- 5 amount to be determined at trial but not less than \$1,259,873.50;
- 6 h) For costs of suit;
- 7 i) For other such relief as the court may deem just and proper.

SECOND CAUSE OF ACTION

- 8 a) For General damages against each defendant individually, jointly and
- 9 severally in an amount to be proven at trial;
- 10 b) For Rescission of the NOTE;
- 11 c) For Cancellation and/or a Judicial Declaration the DEED OF TRUST is
- 12 void;
- 13 d) For costs of suit;
- 14 e) For other such relief as the court may deem just and proper.

THIRD CAUSE OF ACTION

- 16 a) For Rescission of the NOTE;
- 17 b) For Cancellation and/or a Judicial Declaration the DEED OF TRUST is
- 18 void;
- 19 c) For costs of suit;
- 20 d) For other such relief as the court may deem just and proper.

FOURTH CAUSE OF ACTION

- 22 a) For General damages against each defendant individually, jointly and
- 23 severally in an amount to be proven at trial;
- 24 b) For Actual damages against each defendant individually, jointly and
- 25 severally in an amount to be proven at trial;
- 26 c) For Statutory Damages;
- 27 d) For costs of suit herein incurred;
- 28 e) For such other and further relief as the court may deem proper.

1

FOURTH CAUSE OF ACTION

2

3 a) For General damages against each defendant individually, jointly and
severally in an amount to be proven at trial;

4 b) For Actual damages against each defendant individually, jointly and
severally in an amount to be proven at trial;

5 c) For Statutory Damages;

6 d) For Injunctive relief, as requested;

7 e) For costs of suit herein incurred;

8 f) For such other and further relief as the court may deem proper.

9

10

FIFTH CAUSE OF ACTION

11

12 a) For General damages against each defendant individually, jointly and
severally in an amount to be proven at trial;

13 b) For Actual damages against each defendant individually, jointly and
severally in an amount to be proven at trial;

14 c) For Statutory Damages;

15 d) For Injunctive relief, as requested;

16 e) For costs of suit herein incurred;

17 f) For such other and further relief as the court may deem proper.

18

19

SIXTH CAUSE OF ACTION

20

21 a) For General damages against each defendant individually, jointly and
severally in an amount to be proven at trial;

22 b) For Actual damages against each defendant individually, jointly and
severally in an amount to be proven at trial;

23 c) For Statutory Damages;

24 d) For Injunctive relief, as requested;

25 e) For costs of suit herein incurred;

26

f) For such other and further relief as the court may deem proper.

SEVENTH CAUSE OF ACTION

- a) For General damages against each defendant individually, jointly and severally in an amount to be proven at trial;
- b) For Actual damages against each defendant individually, jointly and severally in an amount to be proven at trial;
- c) For Statutory Damages;
- d) For Injunctive relief, as requested;
- e) For costs of suit herein incurred;
- f) For such other and further relief as the court may deem proper.

EIGHTH CAUSE OF ACTION

- a) For General damages against each defendant individually, jointly and severally in an amount to be proven at trial;
- b) For Actual damages against each defendant individually, jointly and severally in an amount to be proven at trial;
- c) For Statutory Damages;
- d) For Injunctive relief as requested;
- e) For costs of suit herein incurred;
- f) For such other and further relief as the court may deem proper.

NINTH CAUSE OF ACTION

- a) A Determination and Declaratory judgment that Plaintiff is the rightful owner of record in actual possession of the Subject Property;
- b) For an Order that defendants, WEST COAST MORTGAGE GROUP; ALLIANCE BANCORP; AURORA BANK, FSB; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ROSE VELLANOWE~~Th~~, DOES 1-10, inclusive, their assigns, agents, or representatives have no estate, right, title or interest in 1020 Zurich Avenue, Henderson, NV 89015, located in Clark County, A.P.N. 179-16-812-008;

1 c) A Judgment forever enjoining said defendants, WEST COAST
2 MORTGAGE GROUP; ALLIANCE BANCORP; AURORA BANK,
3 FSB; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS,
4 INC., ROSE VELLANOWETh, DOES 1-10, inclusive, their assigns,
5 agents, or representatives from claiming estate, right, title or interest in
6 1020 Zurich Avenue, Henderson, NV 89015, located in Clark County,
7 A.P.N. 179-16-812-008;
8 d) For costs of suit;
9 e) For other such relief as the court may deem just and proper.

10 Dated this 11 day of May, 2015.

Priscilla Santos Cortez

11 Priscilla Santos Cortez
12 4132 Calmoor Street
13 National City, California [91950]

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VERIFICATION

I, I Priscilla Santos Cortez do hereby verify under the penalty of perjury that the contents of the heretofore attached Complaint are true, correct and complete to the best of my firsthand knowledge, understanding, information and belief.

DATE: May 11th 2015

Priscilla Santos Corle

Priscilla Santos Cortez
4132 Calmoor Street
National City, California [91950]

(48)

1 Priscilla Santos Cortez
2 4132 Calmoor Street
3 National City, California [91950]

4 Propria persona

FILED

5 MAY 11 2 43 PM '15

6 *Lillian A. Johnson*
7 CLERK OF THE COURT

8 A-15-718200-C

9 X/11

10 DISTRICT COURT

11 CLARK COUNTY, NEVADA

12 PRISCILLA SANTOS CORTEZ

13 Plaintiff,

14 vs.

15 NATIONSTAR MORTGAGE, LLC;
16 QUALITY LOAN SERVICING, LLC;
17 WEST COAST MORTGAGE GROUP;
18 ALLIANCE BANCORP;
ROSE VELLANOWETH
and DOES 1-10, inclusive

Defendants

19 DECLARATION OF PRISCILLA
20 SANTOS CORTEZ IN SUPPORT OF EX
21 PARTE APPLICATION FOR
22 TEMPORARY RESTRAINING ORDER

23 A-15-718200-C
24 DECL
Declaration
4465724



25 DECLARATION OF PRISCILLA SANTOS CORTEZ

26 I, Priscilla Santos Cortez, do hereby declare:

27 1. I am over the age of 18, of sound mind, and am competent and willing to testify to
28 all the facts in this Declaration.

29 2. I am the Plaintiff in the above entitled cause.

30 3. I am the owner of the real property at issue in this case.

31 4. I have reviewed the documentation filed in the Clark County Recorder's Office,

32 my Deed of Trust, Promissory Note and the Audit performed by Prime Legal Services.

1 5. NATIONSTAR does not have the requisite standing to act as beneficiary. It only
2 received "servicing rights" from Aurora, not beneficial interest in the NOTE and Deed.

3 6. QUALITY, as substituted by NATIONSTAR, cannot be and is not the legal,
4 lawful and validly appointed Trustee.

5 7. Thus, NATIONSTAR and QUALITY have no right to be threatening the
6 foreclosure of my home.

8 8. The loan I was sold had fatal defects in the form of fraudulent misrepresentations
9 about the source, basis and nature of the loan.

10 9. I believed I was getting a conventional loan, not funding the front end of a
11 securitization deal with a half-hazard bank who is now bankruptcy because it orchestrated so
12 many fraudulent loans like mine.

14 10. I made a demand for presentment of my NOTE under Uniform Commercial Code
15 3-501 back on March 22, 2015.

16 11. I have not received any response, and instead, QUALITY and NATIONSTAR
17 have threatened to sell my home.

19 12. QUALITY, NATIONSTAR, MERS AND WEST COAST MORTGAGE
20 GROUP have been notified of the Ex Parte TRO hearing.

21 13. ALLIANCE and AURORA no longer exist, and Ms. Vellanoweth is unlocatable,
22 even after diligent searching.

24 14. I am facing the irreparable loss of my home, something irreplaceable with money,
25 while Defendants are facing, at most, a delay in their money, secured by real property.

26 15. They did not respond to my written requests regarding the loan, they did not
27 respond to my written requests under and pursuant to UCC 3-501, they have ignored numerous
28

Nevada Revised Statutes, and April 24, 2015, Defendants QUALITY and NATIONSTAR are believed to have completed the foreclosure of my home – no one has recorded a Trustee's Deed yet.

16. I have attempted personal consultation with Defendants with sincere effort to do so, in writing, by mail, several times. I have called QUALITY and NATIONSTAR, but the employees at QUALITY simply want me to make a payment, and I never reach a live person at the NATIONSTAR line. I am passed around from one automated prompt to the next, until I reach a dead end, never being connected with a live person.

I declare under penalty of perjury under the laws of the State of Nevada that the foregoing is true, correct and complete to the best of my firsthand knowledge and belief.

Executed this 11th day of May, at LAS VEGAS, Nevada.

Priscilla Santos Cortez
Priscilla Santos Cortez
4132 Calmoor Street
National City, California [91950]

48
FILED

MAY 11 2015

Debra L. Johnson
CLERK OF THE COURT

1 Priscilla Santos Cortez
2 4132 Calmoor Street
3 National City, California [91950]

4 Propria persona

5
6 DISTRICT COURT
7
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9 CLARK COUNTY, NEVADA

10 PRISCILLA SANTOS CORTEZ

11 Plaintiff,
12 vs.

13 NATIONSTAR MORTGAGE, LLC;
14 QUALITY LOAN SERVICING, LLC;
15 WEST COAST MORTGAGE GROUP;
16 ALLIANCE BANCORP;
17 AURORA BANK, FSB;
18 MORTGAGE ELECTRONIC
19 REGISTRATION SYSTEMS, INC.;
ROSE VELLANOWETH;
and DOES 1-10, inclusive,

Defendants.

DECLARATION OF PRISCILLA S. CORTEZ IN SUPPORT OF
EX PARTE APPLICATION FOR
TEMPORARY RESTRAINING ORDER

A-15-718200-C
DECL
Declaration
4455723



20 DECLARATION OF PRISCILLA S. CORTEZ, RE: NOTICE

21 I, PRISCILLA S. CORTEZ, do hereby declare:

22 1. I am over the age of 18, of sound mind, and am competent and willing to testify to
23 all the facts in this Declaration.

24 2. Today, May 11, 2015, I faxed a copy of the Plaintiff's Comp. and related
25 documents to the following:

26 a. QUALITY LOAN SERVICE at Fax No. (619) 757-2355;

27 DECLARATION OF _____, RE: NOTICE OF EX PARTE APPLICATION FOR
28 TEMPORARY RESTRAINING ORDER

b. NATIONSTAR MORTGAGE, LLC at Fax No. (972)-315-6827.

3. I also called NATIONSTAR's registered agent in Nevada, CSC Services of
a, located at: 2215 Renaissance Drive., Las Vegas, NV 89119, at telephone number: (888)
397.

4. I informed them Plaintiff would be bringing an ex parte application for temporary restraining order against the Defendants herein and whomever posted the 3 day Notice at the following time and location:

May 11, 2015, at a.m.,

at the location of:

The Clark County Superior Court, 200 Lewis Avenue, Las Vegas, NV 89101.

5. I also called QUALITY's registered agent in Nevada, Kristin A. Schuler-Hintz, located at: 9510 W. Sahara Avenue, Las Vegas, NV 89117, at telephone number: (888) 921-8397.

6. I informed them Plaintiff would be bringing an ex parte application for temporary restraining order against the Defendants herein and whomever posted the 3 day Notice at the following time and location:

May 11, 2015, at a.m.,

at the location of:

The Clark County Superior Court, 200 Lewis Avenue, Las Vegas, NV 89101.

7. WEST COAST MORTGAGE GROUP's at their listed phone number: (916) 453-7533, as they are "Unregistered" in the State of Nevada, and located at: 2716 Broadway, Sacramento, CA 95818

1 8. I informed them Plaintiff would be bringing an ex parte application for temporary
2 restraining order against the Defendants herein and whomever posted the 3 day Notice at the
3 following time and location:

4 May 11, 2015, at a.m.,

5 at the location of:

6 The Clark County Superior Court, 200 Lewis Avenue, Las Vegas, NV 89101.

7 9. MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. at 1-888-679-
8 MERS (679-6377), provided them the MIN number off the Deed of Trust, and the property
9 address.

10 10. I informed them Plaintiff would be bringing an ex parte application for temporary
11 restraining order against the Defendants herein and whomever posted the 3 day Notice at the
12 following time and location:

13 May 11, 2015, at a.m.,

14 at the location of:

15 The Clark County Superior Court, 200 Lewis Avenue, Las Vegas, NV 89101.

16 11. I contacted "Rebecca P. Kern, Esq.," who signed the 3 day notice to quit, at
17 telephone number (858) 750-7600, (the phone number provided on the 3 day notice to quit).

18 12. I informed Ms. Kern that Plaintiff would be bringing an ex parte application for
19 temporary restraining order against the Defendants herein and whomever posted the 3 day
20 Notice, at the following time and location:

21 May 11, 2015, at a.m.,

22 at the location of:

23 The Clark County Superior Court, 200 Lewis Avenue, Las Vegas, NV 89101.

13. I was unable to contact the following entities for the specified reasons:

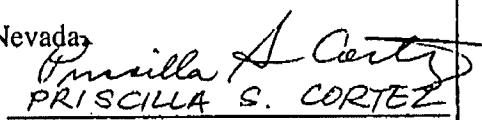
14. ALLIANCE BANCORP, (Nevada Corporate Status: "Permanently Revoked". At
2 this point, ALLIANCE BANCORP is a "non-existent entity").

4 15. AURORA BANK, FSB; (never registered in Nevada. At this point, AURORA
5 BANK, FSB is a "non-existent entity").

6 16. ROSE VELLANOWETH is an individual whom I have diligently searched for
7 online, and cannot locate.

9 I declare under penalty of perjury under the laws of the State of Nevada that the
10 foregoing is true, correct and complete to the best of my firsthand knowledge and belief.

11 Executed this 11TH day of May, at LAS VEGAS, Nevada,


Priscilla S. Cortez

13 (type in name of declarant)
14 Declarant.

15

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1 Priscilla Santos Cortez
2 4132 Calmoor Street
2 National City, California [91950]

3 Propria persona

4

5 DISTRICT COURT

6

7 CLARK COUNTY, NEVADA

8

9 PRISCILLA SANTOS CORTEZ,

10 Plaintiff,
11 vs.

12 NATIONSTAR MORTGAGE, LLC;
13 QUALITY LOAN SERVICING, LLC;
13 WEST COAST MORTGAGE GROUP;
14 ALLIANCE BANCORP;
14 AURORA BANK, FSB;
15 MORTGAGE ELECTRONIC
15 REGISTRATION SYSTEMS, INC.;
16 ROSE VELLANOWETH;
16 and DOES 1-10, inclusive,

17 Defendants.

18 CIVIL CASE NO. A75-718200-C

19 Department No. X111

20 **EX PARTE APPLICATION FOR TEMPORARY RESTRAINING ORDER AND TO**
21 **SET HEARING FOR PRELIMINARY INJUNCTION**

22 COMES NOW, Plaintiff, Priscilla Santos Cortez, ("Plaintiff"), appearing In Pro Per,
23 hereby files the instant EX PARTE APPLICATION FOR TEMPORARY RESTRAINING
24 ORDER AND TO SET HEARING FOR A PRELIMINARY INJUNCTION to maintain the
25 status quo of Plaintiff, by enjoining NATIONSTAR MORTGAGE, LLC, ("NATIONSTAR");
26 QUALITY LOAN SERVICES, LLC, ("QUALITY"); WEST COAST MORTGAGE GROUP,
27 ("WCMG"); ALLIANCE BANCORP; ("ALLIANCE"); AURORA BANK, FSB,
28 ("AURORA"); MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ("MERS");

ROSE VELLANOWETH, ("VELLANOWETH"), their agents, employees, attorneys, and anyone acting on their behalf, from foreclosing, pursuing any foreclosure action, taking possession of, or in any other manner interfering with the peaceful enjoyment and possession by Mrs. Cortez of her home located at 1020 Zurich Avenue, Henderson, NV 89015, located in Clark County, with the legal description of:

Lot Eight (8) in Block A of BOULDER CREEK 11, as shown by map thereof on file in Book 124 of Plats, Page 72, in the Office of the County Recorder of Clark County, Nevada.

A.P.N. 179-16-812-008, (hereinafter, the "Zurich Home").

This Application is based on N.R.C.P. 65 and N.R.S. § 33.010, the attached memorandum of points and authorities, the attached declaration of Priscilla Cortez, and any such further evidence and/or argument as will be presented at the hearing.

Dated this 11th day of May, 2015.

Priscilla Santos Cortez
Priscilla Santos Cortez
4132 Calmoor Street
National City, California [91950]

**MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF EX PARTE
APPLICATION FOR TEMPORARY RESTRAINING ORDER**

I. INTRODUCTION

This action and motion are necessary to prevent Defendants from forcing the non-judicial foreclosure sale of Plaintiff's home and causing irreparable harm to Plaintiff.

Defendants NATIONSTAR and QUALITY are actively engaged in a scheme to unlawfully foreclose on Plaintiff's home.

NATIONSTAR claims to have purchased the right to enforce the promissory note from AURORA, who claimed to obtain the same from MERS as nominee for ALLIANCE – but the MERS assignment was executed in September of 2011, and ALLIANCE was closed on February 6, 2009. <https://www.fdic.gov/bank/historical/bank/2009/>

This means AURORA could not sell all beneficial interest in the Promissory Note to NATIONSTAR - because AURORA never received all beneficial interest in the Promissory Note from MERS – because MERS was acting for a non-existent entity.

The Latin phrase, *nemo dat* meaning: one cannot sell what one does not own.

Secondarily, NATIONSTAR and QUALITY have ignored Plaintiff's requests for modification and mediation, when such requests are legally mandated to be responded to at this point in the foreclosure crisis.

Third, the loan terms and conditions are patently illegal, entitling Plaintiff to rescission of her promissory note.

Finally, numerous Nevada Statutes relating to foreclosure were absolutely ignored by Defendants, requiring the issuance of the requested Temporary Restraining Order, then preliminary, and permanent injunction.

II. STATEMENT OF FACTS

1 **A. Recent Events**

2 Plaintiff previously sued the original lender and a host of other entities. They
3 successfully removed the case to Federal Court, and completely unprepared for such a battle,
4 Plaintiff was unable to articulate a responsive document to NATIONSTAR's motion to dismiss
5 in a timely fashion.

6 As such, the case was dismissed by the Federal Court, "without prejudice". **Exhibit 1,**
7 ***Dismissal Without Prejudice.***

8 Ms. Cortez was subjected to the non-judicial foreclosure of her primary residence just
9 days ago: April 24, 2015. **Exhibit 2, Notice of Trustee's Sale.** The Trustee's Deed has not yet
10 been recorded, but a 3 day notice to quit has been posted. **Exhibit 9, 3 day notice to quit.**

12 **B. The Loan.**

13 January 5, 2006, Plaintiff, in seeking financing for the Purchase of the Subject Property,
14 completed a Uniform Residential Loan Application with the assistance of a broker, Defendant
15 Vellanoweth, employed by Defendant WCMG.

16 Plaintiff was led to believe she was applying and receiving a "conventional loan," as
17 that boxed was checked on the Uniform Residential Loan Application.

19 The Appraisal was conducted at a cost of \$475.00 and the Subject Property was
20 appraised higher than the actual value, based upon an artificially created curve based upon
21 Defendants greed as opposed to actual value.

22 Said appraiser inflated the appraisal of the Subject Property, either unilaterally to
23 ensure the closing, or due to pressuring from ALLIANCE, Vellanoweth, and/or an as yet
24 identified entity sued herein as DOE #1. See **Exhibit 3, Petition signed by Appraisers.**

26 As part of the loan package, Plaintiff was provided numerous disclosures and
27 documents, including the Truth in Lending Act Statement, (TILA Form) and a final closing

28 Memorandum of Points and Authorities in Support of Ex Parte Application for TRO

1 statement (Closing Statement). See **Exhibit 4, Prime Legal Services Audit.**

2 The initial TILA form disclosed the terms as 7.260% APR, the amount financed as
3 \$405,150.00, the finance charge as \$601,277.82, the total of payments as \$1,006,427.62, with
4 24 payments of \$2,447.78, 335 payments of \$2,820.48, and 1 payment of \$2,820.10. See

5 **Exhibit 4, Prime Legal Services Audit.**

6 The final TILA form disclosed the terms as 7.720% APR, the amount financed as
7 \$393,985.38, the finance charge as \$691,178.44, the total of payments as \$1,085,163.82, with
8 24 payments of \$2,447.78, 96 payments of \$2,532.19, 239 payments of \$3,263.86, and a final
9 payment of \$3,264.32.

10 The Closing Statement disclosed the following fees and charges:

- 11 a. \$6,077.25 – Loan Origination Fee – WCMG;
- 12 b. \$475.00 – Appraisal Fee to WCMG
- 13 c. \$500.00 – Broker Processing Fee to WCMG
- 14 d. \$300.00 – Administrative Fee – WCMG
- 15 e. \$495.00 – Underwriting Fee - ALLIANCE
- 16 f. \$295.00 – Document Fee – ALLIANCE
- 17 g. \$89.00 – Tax Service Fee – ALLIANCE
- 18 h. \$2,025.75 – Yield Spread Premium (1st)- WCMG
- 19 i. \$125.50 – Yield Spread Premium (2nd) – WCMG

20 For a total of \$9,378.00 to WCMG and a total of \$879.00 to ALLIANCE. See **Exhibit 4,**

21 **Prime Legal Services Audit.**

22 The Uniform Underwriting Transmittal Summary disclosed a Loan to Value ratio of
23 80.000%, and the combined, total loan total value ratio of 89.991%. See **Exhibit 4, Prime**
24 **Legal Services Audit.**

1 On or about January 5, 2006, Plaintiff signed the Promissory Note, ("NOTE") naming
2 ALLIANCE as the Lender, with absolutely no reference to MERS or any other entity to pay.

3 The terms stated on the face of the actual NOTE were \$405,150.00, for 360 months, at
4 an interest rate of 7.250%; ARM type loan.

5 Plaintiff issued a notice to NATIONSTAR and QUALITY on April 13, 2015,
6 demanding proof upon presentment being made under and pursuant to UCC 3-501. Neither
7 Quality nor Nationstar, nor the "real" claimed owner has responded.
8

9 **C. Official Records of Clark County, Nevada**

10 The NOTE was secured with a first Deed of Trust, ("DEED"), dated January 5, 2006,
11 recorded January 17, 2006, under Instrument No. 20060117-0003647. Defendant ALLIANCE
12 is the Lender on the DEED, and MERS is the nominee beneficiary for ALLIANCE, "solely
13 with regard to the [DEED]."

14 Subsequently, a "Corporate Assignment of Deed of Trust" ("CADOT"), was signed on
15 September 8, 2011, by Pamela J. Pedersen, "Vice President" of MERS, as nominee for
16 ALLIANCE, notarized same day by Deb Seibert in Scotts Bluff, Nebraska.
17

18 The CADOT claimed to transfer all beneficial interest in the NOTE and DEED from
19 MERS as nominee for ALLIANCE to AURORA.

20 The CADOT was recorded by AURORA on November 15, 2011, under Instrument No.
21 201111150002906. **Exhibit 5, CADOT.**

22 Subsequently, an "Assignment of Deed of Trust" ("ADOT"), was signed on April 27,
23 2012, by Clint Vail, "Assistant Secretary" of NATIONSTAR, claiming to act as "attorney in
24 fact" for Aurora!, notarized the same day in Danton, Texas.
25

26 The ADOT claimed to transfer all beneficial interest in the NOTE and DEED from
27 AURORA to NATIONSTAR.

1 The ADOT was recorded in the Clark County Recorder's Office on December 4, 2012,
2 as Instrument No. 201212040002280. **Exhibit 6, ADOT.**

3 Subsequently, a Substitution of Trustee, ("SOT"), was signed on December 18, 2012,
4 by Stephanie Fuentes, "Assistant Secretary" for QUALITY, acting as "attorney in fact" for
5 NATIONSTAR.

6 The SOT claims to substitute QUALITY for the original Trustee under the DOT.

7 The SOT was recorded in the Clark County Recorder's Office on December 20, 2012,
8 as Instrument No. 20121220004110. **Exhibit 7, SOT.**

9 Subsequently, a Notice of Breach and Default and of Election to Cause Sale of Real
10 Property under Deed of Trust, ("NOD") was signed by Stephanie Fuentes, "Assistant
11 Secretary" of QUALITY.

12 The NOD claims Plaintiff defaulted on the original amount of \$405,150.00, with
13 installments of principle and interest becoming due on May 1, 2011.

14 The NOD did not provide all required notices and language consistent with the DOT.

15 December 17, 2014, the NOD was recorded in the Clark County Recorder's Office as
16 Instrument No. 20141217-0000019. **Exhibit 8.**

17 Subsequently, around April 10, 2015, QUALITY sent a Notice of Trustee's Sale to
18 Plaintiff at the Zurich Home.

19 The Notice threatened a sale on April 24, 2015. **Exhibit 2.**

20 **D. The Securitization**

21 Though ALLIANCE was listed as the "Lender" on the NOTE and MORTGAGE,
22 Plaintiff is informed and believes and thereon alleges ALLIANCE was in fact, an "originating
23 broker" in the LEHMAN XS TRUST SERIES 2006-3 securitization transaction. **Exhibit 4**
24
25 **Prime Legal Services, LLC, "Property Securitization Analysis Report".**

1 As an originating broker, ALLIANCE entered into a myriad of contracts, whereby the
2 actual funds ALLIANCE allegedly wired as part of her obligation in this mortgage loan
3 transaction were provided by a different entity, and ALLIANCE pre-sold its interests in the
4 NOTE and DOT.

5 With the designation "Lender," rather than "originating broker," and a "Conventional
6 Loan," ALLIANCE was able to ensnare Plaintiff in a loan whose terms are literally
7 unconscionable.

8 Between January 5, 2006 and February 28, 2006, and ALLIANCE sold all its interest in
9 NOTE, without recourse to Lehman Brothers Holding Inc., (as "Seller"), who in turn sold the
10 same to Structured Asset Securities Corporation, (as "Depositor"), and thereafter, between and
11 February 1, 2006 (the "cut-off date") and February 28, 2006 (the "closing date"), it was placed
12 into LEHMAN XS 2006-3, as an asset for issuance of certificates against same.

13 The Pooling and Servicing Agreement, ("PSA") for the Lehman XS 2006-3 securitized
14 trust¹ empowered U.S. Bank, N.A. as the "Trustee" and AURORA as "Servicer," explicitly
15 limited the actions U.S. Bank, N.A. as Trustee and AURORA as Servicer could take with
16 regard to assets of the Trust, and contained numerous relevant clauses and mandatory
17 provisions.

18 On September 8, 2011 AURORA purportedly purchased all beneficial interest in the
19 NOTE and DEED from MERS as nominee for ALLIANCE, (who already sold such in 2006),
20 who in turn was claiming to sell such unilaterally, as opposed to "as nominee" for Defendant
21 ALLIANCE.

22 The ADOT was executed over four (4) years after the cut-off date of the LEHMAN XS
23

24

¹ Available from the SEC at <http://www.secinfo.com/d12TC3.v9qv.d.htm>.

25 Memorandum of Points and Authorities in Support of Ex Parte Application for TRO

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1 2006-3 Trust, and recorded almost two years *past* the two year limit explicitly delineated in the
2 PSA.

3 According to mandated Securities and Exchange Commission disclosures by
4 NATIONSTAR, (available for download at:

5 <http://www.sec.gov/Archives/edgar/data/1507951/000119312512306813/d381728dex994.htm>

6 m):

7 On March 6, 2012, we entered into an asset purchase
8 agreement (as subsequently amended, the "Aurora
9 Purchase Agreement") with Aurora Bank FSB, a federal
10 savings bank organized under the laws of the United States,
11 and Aurora Loan Services LLC, a Delaware limited
12 liability company (collectively with Aurora Bank FSB, the
13 "Aurora Sellers"). Each of the Aurora Sellers is a
14 subsidiary of Lehman Brothers Bancorp Inc. We completed
15 the asset acquisition in June 2012. Pursuant to the Aurora
16 Purchase Agreement, we purchased the mortgage servicing
17 rights ("MSRs") to approximately 300,000 residential
18 mortgage loans with a total unpaid principal balance
19 ("UPB") of approximately \$63.7 billion, as measured as of
May 31, 2012, \$1.7 billion of servicing advance
receivables, as measured as of May 31, 2012, and certain
other assets. The composition of the total portfolio is
approximately 75% non-conforming loans in private label
securitizations and approximately 25% conforming loans in
government-sponsored enterprises ("GSE") pools. We also
assumed certain liabilities.

20 NATIONSTAR purchased "servicing rights" – not "ownership" rights.

21 Finally, March 22, 2015, Plaintiff made a demand for presentment of her NOTE under
22 Uniform Commercial Code 3-501. (Comp. ¶ 56.) To date, neither QUALITY nor
23 NATIONSTAR has responded.

24 III. **LEGAL STANDARDS REQUIRED FOR INJUNCTIVE RELIEF**

1 A temporary restraining order and/or preliminary injunction is required in this matter
2 in order to protect the irreplaceable real property of Plaintiff which Defendant are attempting
3 to cause a sale of the record title to.

4 As stated above, in order to be awarded continuing preliminary injunctive relief herein,
5 the Plaintiff must show "a likelihood of success on the merits and a reasonable probability that
6 the non-moving party's conduct, if allowed to continue, will cause irreparable harm for which
7 compensatory damage is an inadequate remedy. *Pickett v. Comanche Construction, Inc.*, 108
8 Nev. 422, 426, 836 P.2d 42, 44 (1992)." *Dangberg Holdings Nevada, LLC, v. Douglas
9 County*, 115 Nev. 129, 141, 978 P.2d 311, 318 (1999).

10 NCRP 65(b) permits this Court to issue a temporary restraining order without notice if
11 the Plaintiff can clearly show that it will suffer immediate and irreparable injury, loss or
12 damage before the adverse party has an opportunity to be heard in opposition. In order to
13 prevail on an application for a temporary restraining order and preliminary injunction, the
14 moving party must demonstrate probable success on the merits and the possibility of
15 irreparable harm. *See S. O. C., Inc. v. The Mirage Casino-Hotel*, 23 P.3d 243, 246 (Nev. 2001)
16 (establishing standards for preliminary injunctive relief); *Dangberg Holdings v. Douglas Co.*,
17 978 P.2d 311, 322 (1999) (injunctive relief is appropriate when a serious question of law or
18 fact is involved, and the balance of equities tips decidedly in the movant's favor); *see also*
19 N.R.S. 33.010. Pursuant to N.R.S. 33.010, an injunction may be granted in the following cases:
20

21 1. When it shall appear by the complaint that the plaintiff is
22 entitled to the relief demanded, and such relief or any part
23 thereof consists in restraining the commission or
24 continuance of the act complained of, either for a limited
25 period or perpetually

26 2. When it shall appear by the complaint or affidavit that
27 the commission or continuance of some act, during the

1 litigation, would produce great or irreparable injury to the
2 plaintiff.

3 3. When it shall appear, during the litigation, that the
4 defendant is doing or threatens, or is about to do, or is
5 procuring or suffering to be done, some act in violation of
6 the plaintiff's rights respecting the subject of the action, and
7 tending to render the judgment ineffectual.

8 Nevada law states that the issuance of a preliminary injunction is conditioned
9 principally upon an evaluation of two factors: (1) the moving party's reasonable likelihood of
10 success on the merits; and (2) the likelihood of irreparable harm to the moving party if the
11 injunction is not issued. *Pickett v. Comanche Construction, Inc.*, 108 Nevada 422, 426, 836
12 P.2d 42,44 (1992); *Number One Rent A Car v. Ramada Inns, Inc.*, 94 Nev. 779,780-781,587
13 P.2d 1329, 1330 (1978). The Nevada Supreme Court has discussed the elements necessary
14 for preliminary injunction in *Dixon v. Thatcher*, 103 Nev. 415, 742 P.2d 1029 (1987):

15 normally available upon a showing that the party seeking it enjoys a reasonable
16 probability of success on the merits and that the defendant's conduct, if allowed to
17 continua, will result in irreparable harm for which compensatory damages is an
18 inadequate remedy. *Number One Rent-A-Car v. Ramada Inns*, 94 Nev. 779, 780, 587
19 P.2d 1329, 1330 (1978).

20 A temporary restraining order is a form of preliminary injunctive relief that may issue
21 without notice to the adverse party or that party's attorney. Its sole purpose is to preserve the
22 status quo pending a hearing on the moving party's application for a preliminary injunction.
23 *Granny Goose Foods, Inc. v. Brotherhood of Teamsters & Auto Truck Drivers*, 415 U.S. 423,
24 439, 94 S.Ct. 113, 1124 (1974). At a minimum, a plaintiff must satisfy the general equitable
25 requirements by showing a significant threat of "irreparable injury" and that legal remedies
26 are "inadequate." *Arcamuzi v. Continental Air Lines, Inc.*, 819 F.2d 935, 937 (9th Cir. 1987).
27 Moreover, a court's analysis is substantially identical for injunctions and temporary

1 restraining orders. *Stuhlbarg International Sales Co., Inc. v. John D. Brush and Co., Inc.*, 240
2 F.3d 832, 839 (9th Cir. 2001).

3 **IV. ARGUMENT**

4 **a. Plaintiff is likely to succeed**

5 The likelihood of success on the merits by the Plaintiffs in this matter is without
6 question. Both NATIONSTAR and QUALITY have ignored Plaintiff's modification
7 requests, request under UCC 3-501. Instead of acknowledging the illegality of her loan, the
8 severe law violations which have occurred, sever issues with the loan and related
9 documentation, Defendants QUALITY and NATIONSTAR have proceeded through to
10 foreclosure on April 24, 2015, and a 3 day notice to quit has been posted.

11 The Assignments do not match with the real world facts of ALLIANCE ceasing to
12 exist, AURORA only being a "servicer," and NATIONSTAR only purchasing "servicing
13 rights" from AURORA, per Securities and Exchange Commission documentation.

14 Flat refusal to acknowledge the fatal errors in the loan NATIONSTAR claims to have
15 purchased from a Servicer, AURORA, via Assignment, wherein AURORA claimed to obtain
16 the same from MERS, as nominee for the original lender, ALLIANCE. Bigger problem: the
17 MERS to AURORA assignment was executed after ALLIANCE ceased to exist. Worse,
18 though not required to issue Plaintiff a loan modification, NATIONSTAR was required to
19 acknowledge Plaintiff's modification request, and at least process it. This was not done,
20 despite Plaintiff's repeated requests specifically articulated due to the numerous illegal facts
21 of the ALLIANCE originated loan.

22 Specific to QUALITY and NATIONSTAR, the Notice of Default violates several
23 provisions of the DOT. (Comp. ¶¶ 42, 91-96.)

24 NATIONSTAR did not have the authority to substitute the Trustee, nor cause that
25 Memorandum of Points and Authorities in Support of Ex Parte Application for TRO
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1 substituted trustee, (QUALITY), to issue the NOTS.

2 NATIONSTAR did not have the authority to sell or buy any interest in the NOTE and
3 DEED, sign the documents, acknowledge the documents or record the documents prior to
4 doing so, in violation of **Nevada Revised Statutes, Chapter 106, et seq. and 107, et seq.**

5 NATIONSTAR and the related Defendants, are engaged in and continue to engage in
6 violations of Nevada State law including but not limited to **NRS 106.210, 220; 107.025,**
7 **107.028, 107.040 - 107.311; NRS 107.550** and unless restrained will continue to engage in
8 such misconduct, and that public benefit necessitates that Defendants be restrained from such
9 conduct in the future.

10 **b. Plaintiff has made the Requisite Showing if Irreparable Harm**

11 When a moving party demonstrates a reasonable likelihood of success on the merits,
12 it need show only a possibility of irreparable harm to warrant issuance of a temporary
13 restraining order and preliminary injunction. *See, International Jensen, Inc. v. Metrosound,*
14 *U.S.A., Inc.*, 4 F.3d 819, 822 (9th Cir. 1993) (burden met by showing probable success on the
15 merits and the possibility of irreparable harm). The requirement of "irreparable injury" means
16 that the injury is "of a peculiar nature, so that compensation in money cannot atone for it." *A.*
17 *O. Smith Corp. v. F. T. C.*, 530 F.2d 515, 525 (3d Cir. 1976). To show irreparable harm, a
18 plaintiff must demonstrate potential harm which cannot be redressed by a legal remedy
19 following litigation. *Dangberg Holdings v. Douglas County*, 978 P.2d 311,319 (Nev. 1999).

20 In the instant matter, there is a risk of likelihood of irreparable harm to the moving
21 party if the injunction is not issued. Real property is unique, irreplaceable, and Plaintiff owns
22 the property at risk which a judicial foreclosure was just completed on, April 24, 2015 – the
23 trustee's deed has not yet been recorded.

24 **c. Entitlement to Emergency Relief**

25 Memorandum of Points and Authorities in Support of Ex Parte Application for TRO
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1 Plaintiff faces the irreparable harm of losing her home – a piece of real property
2 which cannot be replaced by money. Defendants, on the other hand, at best have money
3 involved. With a basic balance of equities, the scales tip heavily in Plaintiff's favor.

4 Further, the foreclosure just occurred April 24, 2015, and no trustee's deed is even
5 recorded yet. This Court can prevent that recording – now.

6 **d. Notice Given**

7 Per the attached declaration, notice has been provided to all defendants, and if not,
8 why it was not practicable to do so.

9 **e. Consultation Impractical**

10 Per the attached declaration of Priscilla Cortez, consultation with NATIONSTAR,
11 QUALITY and the remaining defendants was not practicable.

12 **V. NRCP 65(c) SECURITY BOND**

13 NRCP 65(c) states that no restraining order or preliminary injunction may be issued
14 except upon the giving of security by the applicant in an amount which the Court deems
15 appropriate. However, with the illegal actions and activities which have been evidenced, no
16 bond should be required.

17 NATIONSTAR is not the real party in interest, and cannot be, based upon the
18 documentation. QUALITY is not the lawfully substituted Trustee, and cannot be, based
19 upon the documentation. A host of Nevada State Statutes have been violated by the actions
20 amounting to "foreclosure" of Plaintiff's home on April 24, 2015. A 3 day notice to quit has
21 been posted. Entrance of a TRO to prevent any further actions of Defendants is the only
22 equitable course at this point.

23 **VI. CONCLUSION**

Based upon the foregoing points and authorities and the attached declarations, Plaintiff respectfully requests that this Honorable Court issue an ex parte temporary restraining order, based in part, upon **NRS 107.560**, and subsequent preliminary injunction, in order to halt the illegal sale of Plaintiff's interests in her home by fraudulent third party imposters with no right to her loan, which itself, *is illegal and requires rescission.*

Dated this 11th day of May, 2015.

Priscilla Santos Cortez
4132 Calmoor Street
National City, California [91950]

NOTICE OF TRUSTEE SALE DISPUTE

NOTICE TO ALL POTENTIAL BIDDERS

**PROPERTY ADDRESS: 1020 ZURICH AVENUE
HENDERSON, NV 89015**

**YOU ARE BIDDING NOT THE
PROPERTY ITSELF BUT ONLY FOR
THE VALID LIEN (IF IT EXISTS).**

**NOTICE IS HEREBY GIVEN TO
PRINCIPAL AND AGENTS**

**You and your company maybe involve or engage in committing
Fraud, Harassment, misrepresentation and violations of Fair
Debt Collection Practices Act such as :**

1. 15 USC 1692d §806 Harassment or abuse
2. 15 USC 1692e §807 False or misleading representation
3. 15 USC 1692f §808 Unfair Practices
4. 15 USC 1692g §809 Validation of Debts
5. 15 USC 1692j §812 Furnishing certain deceptive forms.

**COURT ACTION WILL BE LODGE AND POSSIBLE SANCTION
UNDER FEDERAL CRIMINAL CODE WILL BE IMPOSE TO THOSE
WHOEVER COMMITTED THE CRIME.**

APN No.: 179-16-812-008
Recording requested by:

When recorded mail to:
Quality Loan Service Corporation
411 Ivy Street
San Diego, CA 92101

TS No.: NV-11-474296-CL
Order No.: 984737

Space above this line for recorders use only

It is hereby affirmed that this document submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030).

NOTICE OF TRUSTEE'S SALE

YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 1/5/2006. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

A public auction sale to the highest bidder for cash, cashier's check drawn on a state or national bank, check drawn by state or federal credit union, or a check drawn by a state or federal savings and loan association, or savings association, or savings bank and authorized to do business in this state, will be held by duly appointed trustee. The sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by the Deed of Trust, with interest and late charges thereon, as provided in the note(s), advances, under the terms of the Deed of Trust, interest thereon, fees, charges and expenses of the Trustee for the total amount (at the time of the initial publication of the Notice of Sale) reasonably estimated to be set forth below. The amount may be greater on the day of sale.

BENEFICIARY MAY ELECT TO BID LESS THAN THE TOTAL AMOUNT DUE.

Trustor(s): RICHARD EVALOBO, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY AND PRISCILLA SANTOS CORTEZ, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY
Recorded: 1/17/2006 as Instrument No. 20060117-0003647 of Official Records in the office of the Recorder of CLARK County, Nevada;

Date of Sale: 4/24/2015 at 10:00 AM
Place of Sale: At the Office of the Nevada Legal News Located at 930 South 4th Street
Las Vegas, Nevada 89101

Amount of unpaid balance and other charges: \$477,601.05

The purported property address is: 1020 ZURICH AVE, HENDERSON, NV 89015

This property is sold as-is, lender is unable to validate the condition, defects or disclosure issues of said property and buyer waives the disclosure requirements under NRS 113.130 by purchasing at this sale and signing the receipt of sale. The undersigned Trustee disclaims any liability for any incorrectness of the property address or other common designation, if any, shown herein. If no street address or other common designation is shown, directions to the location of the property may be obtained by sending a written request to the beneficiary within 10 days of the date of first publication of this Notice of Sale.

If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee, and the successful bidder shall have no further recourse.

If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee, or the Mortgagee's Attorney.

If you have previously been discharged through bankruptcy, you may have been released of personal liability for this loan in which case this letter is intended to exercise the note holder's rights against the real property only.

As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations.

QUALITY MAY BE CONSIDERED A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

NOTICE TO TENANTS OF THE PROPERTY

Foreclosure proceedings against this property have started, and a notice of sale of the property to the highest bidder has been issued. You may either: (1) terminate your lease or rental agreement and move out; or (2) remain and possibly be subject to eviction proceedings under chapter 40 of the Nevada Revised Statutes. Any subtenants may also be subject to eviction proceedings. Between now and the date of the sale, you may be evicted if you fail to pay rent or live up to your other obligations to the landlord. After the date of the sale, you may be evicted if you fail to pay rent or live up to your other obligations to the successful bidder, in accordance with chapter 118A of the Nevada Revised Statutes.

Under the Nevada Revised Statutes eviction proceedings may begin against you after you have been given a notice to quit. If the property is sold and you pay rent by the week or another period of time that is shorter than 1 month, you should generally receive notice after not less than the number of days in that period of time. If the property is sold and you pay rent by the month or any other period of time that is 1 month or longer, you should generally receive notice at least 60 days in advance. Under Nevada Revised Statutes 40.280, notice must generally be served on you pursuant to chapter 40 of the Nevada Revised Statutes and may be served by: (1) Delivering a copy to you personally in the presence of a witness; (2) If you are absent from your place of residence or usual place of business, leaving a copy with a person of suitable age and discretion at either place and mailing a copy to you at your place of residence or business; or (3) If your place of residence or business cannot be ascertained, or a person of suitable age or discretion cannot be found there, posting a copy in a conspicuous place on the leased property, delivering a copy to a person residing there, if a person can be found, and mailing a copy to you at the place where the leased property is.

If the property is sold and a landlord, successful bidder or subsequent purchaser files an eviction action against you in court, you will be served with a summons and complaint and have the opportunity to respond. Eviction actions may result in temporary evictions, permanent evictions, the awarding of damages pursuant to Nevada Revised Statutes 40.360 or some combination of those results. Under the Justice Court Rules of Civil Procedure: (1) You will be given at least 10 days to answer a summons and complaint; (2) If you do not file an answer, an order evicting you by default may be obtained against you; (3) A hearing regarding a temporary eviction may be called as soon as 11 days after you are served with the summons and complaint; and (4) A hearing regarding a permanent eviction may be called as soon as 20 days after you are served with the summons and complaint.



AdChoices [?]

Appraisers Petition

Concerned Real Estate Appraisers from across America
 Submit the attached petition (Which was posted on appraisersforum.com):

To: Mr. Ben Henson - Executive Director
 Appraisal Subcommittee (ASC)
 Federal Financial Institutions Examination Council
 email: benh1@asc.gov

cc: Other state or federal agencies with authority in the following matter

"The ASC's mission is to ensure that real estate appraisers, who perform appraisals in real estate transactions that could expose the United States government to financial loss, are sufficiently trained and tested to assure competency and independent judgment according to uniform high professional standards and ethics." From the ASC website.

The concern of this petition has to do with our "independent judgment" in performing real estate appraisals. We, the undersigned, represent a large number of licensed and certified real estate appraisers in the United States, who seek your assistance in solving a problem facing us on a daily basis. Lenders (meaning any and all of the following: banks, savings and loans, mortgage brokers, credit unions and loan officers in general; not to mention real estate agents) have individuals within their ranks, who, as a normal course of business, apply pressure on appraisers to hit or exceed a predetermined value.

This pressure comes in many forms and includes the following:

- the withholding of business if we refuse to inflate values,
- the withholding of business if we refuse to guarantee a predetermined value,
- the withholding of business if we refuse to ignore deficiencies in the property,
- refusing to pay for an appraisal that does not give them what they want,
- black listing honest appraisers in order to use "rubber stamp" appraisers, etc.

We request that action be taken to hold the lenders responsible for this type of violation and provide for a penalty on any person or business who engages in the practice of pressuring appraisers to do dishonest appraisals that do not provide for independent judgment. We believe that this practice has adverse effects on our local and national economies and that the potential for great financial loss exists. We also believe that many individuals have been adversely affected by the purchase of homes which have been over-valued.

We thank you for your cooperation and assistance.

This petition is now closed for further signing. 11,000 signatures should be evidence enough that a problem exists and needs to be addressed.

Signed by:

No.	Name	Address	City, State, Zip Code
11000.	Peter Schneider	1096 Alta Vista Rd	Simi Valley, CA 93063
Posted from: 75.16.42.54			
10999.	Edward J. Burchert	4208 Owl Drive	Rolling Meadows, IL 60008
Posted from: 75.57.140.28			
10998.	Zora Timotijevic	1033 W 58th Street	LaGrange, IL 60525
Posted from: 205.188.116.200			
10997.	Michael D Pippin	2324 Dampton Dr	Plano, tx 75025

Real Estate Appraiser
 Enter Your Zip Code & Connect To Pre-Screened Real Estate Appraisers
www.ServiceMeets.com

Appraisal Management Tips
 Tips on choosing the best AMC Service, Quality & Customizations!
www.NationalAMC.com

What's My House Worth?
 Find your home's current market value online with HouseValues.com.
www.HouseValues.com

3.625% APR 30 Year Fixed
 No Points - No Fees - No Deposits! Take advantage now:
 877-640-2360
CashCallMortgage.com

North Carolina Petition
AppraisersForum.com

AppraiserUSA.com

Privacy/Contact

Hosted by
AppraiserSite.com

Posted from: 173.57.51.47

10996. Barry Levenbaum	5400 S. UNIVERSITY DRIVE, SUITE 216B	DAVIE, FL 33328
Posted from: 72.153.228.7		
10995. Steve Melton	115 Cedarhurst Lane	Franklin, NC 27525
Posted from: 75.189.230.161		
10994. Bernard J Williams	654 D Street	Pasadena, MD 21122
Posted from: 205.188.116.200		
10993. Charles McMillan	3925 NE 167th St	N. Miami Beach, FL 33160
Posted from: 66.229.57.201 Support the Rep. Manzullo Amend to HR1728		
10992. DEB ABEHSERA	Kingsway Finance Station Suite 2972	brooklyn, NY 11229-7263
Posted from: 69.112.201.159		
10991. James Dougherty	6 Meadow Ln.	downingtown, pa 19335
Posted from: 24.243.62.145		
10990. Angela Atherley-Hernandez	2580 Carnation Way	Pahrump, NV 89048
Posted from: 166.155.225.200		
10989. Brandi Hayworth	1601 Lake Knoll Dr.	Lake St. Louis, MO 63367
Posted from: 68.188.59.253		
10988. Mary Reimer	210 Chestnut Road	Bridgeton, NJ 08302
Posted from: 67.142.130.47		
10987. Jacinto Munoz	1336 West 9th Street	Upland, CA 91786
Posted from: 99.180.11.118		
10986. MICHAEL E. ROBINSON	611 SAN LUIS REY DRIVE, STE. B	OCEANSIDE, CA 92058
Posted from: 72.197.6.74		
10985. Sidney Campa	16100 Ash Street	Hesperia, CA 92345
Posted from: 71.177.16.21		
10984. Philip M. Kaiser	N6450 Hackett Rd	Hawkins, WI 54530
Posted from: 69.179.9.214		
10983. Donald G. Betz	205 E. Joppa Road, Suite 2403	Towson, MD 21286
Posted from: 69.250.30.42		
10982. Michael Davis	P.O. Box 1043	heber springs, ar 72543
Posted from: 74.194.112.203 Work for cheap fees and get values wanted or no work.. Someone needs to put a stop to this where are the politicians..		
10981. Ann McGovern	20 Lake Street	Brighton, MA 02135
Posted from: 151.203.103.52		
10980. Julio C. Gullien	3164 Concord Blvd	Concord, Ca 94519
Posted from: 71.141.227.111		
10979. Michael W. Boteler	105 Morgan Street	Florence, MS 39073
Posted from: 75.65.170.54		
10978. Jeffrey Adams	12446 Orchard Wood Dr	Fenton, MI 48430
Posted from: 96.36.6.180		
10977. Lawrence J. Langley	325 East A Street	Pomona, KS 66076
Posted from: 76.7.2.132		
10976. Allen Larsen	614 E. Roosevelt Ave.	Salt Lake City, UT 84105
Posted from: 166.70.188.178		
10975. Patricia Kirk	23014 Cuadro	Galveston, TX 77554
Posted from: 69.151.202.9		
10974. Mohammad Foroutan	4676 Brewster drive ,	Tarzana, Ca 91356
Posted from: 68.120.84.55		
10973. Sam Ward	106 E. Adams St., Ste. 212	Carson City, NV 89706

Posted from: 71.227.160.140 There should always be someone between the loan officer and appraiser.		
10972. Matt Goetz	1259 Hidalgo Dr.	Laramie, WY 82072
Posted from: 69.146.42.167		
10971. Robert Imperato	9319 Baltimore National Pike #124	Ellicott City, MD 21042
Posted from: 68.233.228.218		
10970. Peter Carissimo	17235 Citron	Irvine, CA 92612
Posted from: 68.5.15.227		
10969. Adam Judd	2903 Timberlake Dr.	Orlando, FL 32806
Posted from: 65.33.143.148		
10968. Christopher J. Tholberg	19830 Friar St	Woodland Hills , Ca 91367
Posted from: 75.22.45.126		
10967. Mark DeMoss	302 Timberwood	North Enid, OK 73701
Posted from: 74.195.202.178		
10966. Bogdan	1739 Tice Valley Blvd.	Walnut Creek, Ca 94595
Posted from: 24.6.242.142		
10965. Matthew Frentheway	190 N. Main St	Heber City, UT 84032
Posted from: 75.162.191.30		
10964. Robert Lawrence	75 646 Nani Ohai Place	Kailua, HI 96740
Posted from: 70.95.52.11 37 years been there done that Hawaii now but most States in the USA		
10963. Mark Chandler	75 Klebart Avenue	Webster, MA 01570
Posted from: 68.118.235.209		
10962. Frank Guzzetti	21 Edmands Street #3	Somerville, Ma 02145
Posted from: 209.6.132.240		
10961. Theresa Pearson	6856 Mackall Rd	St leonard, MD 20685
Posted from: 68.49.34.223		
10960. Tonya Jones	4918 N. Melrose Ave.	Tampa, FL 33629
Posted from: 71.100.166.52		
10959. Jefferson Hill	3609 Parrett Avenue	Napa, CA 94558
Posted from: 76.103.160.224		
10958. Hogan E. Copeland II	690 Ponte Vedra Boulevard	Ponte Vedra Beach, FL 32082
Posted from: 68.214.72.215		
10957. Lisa Santoro	528 Willow St.	Itasca, IL 60143
Posted from: 67.157.88.90 I'm one step away from leaving this profession due to 3Xs the work/liability and less than 1/2 the fee!		
10955. Lanny Freng	514 Elm St	Farmington, MN 55024
Posted from: 97.88.232.66 AMCs=reduced fees=qualified professionals exiting the profession=perpetually lower quality appraisals=the next meltdown		
10954. Vince Landolina	1229 Marymar Dr.	Modesto, CA 95355
Posted from: 75.53.176.184 I'm sick of the pressure		
10953. Jimmy Kim	13517 Hartland St	Van Nuys, CA 91102
Posted from: 71.147.7.215		
10952. Jeff Botkin	5889 SW 29th	Topeka, ks 66614
Posted from: 69.150.152.204		
10951. Michael Halley	2020 Robinwood Dr	Fort Worth, TX 76111
Posted from: 99.200.233.27		
10950. INGRID LEVERETT	111 lake park drive	Belle Chasse, LA 70037
Posted from: 74.228.141.41 MY PROBLEM IS BEING BLACKLISTED WITHOUT KNOWING WHY AND I THINK IT HAS HAPPENED TO ME FOR NOT HITTING VALUES		
10949. Lukasz Tomaszewski	5342 W Eddy Street	Chicago, IL 60641
Posted from: 24.13.143.60 Stop the HVCC		

10947. Celeste Zayac	215 lakeshore drive	dracut, ma 01826
Posted from: 98.216.162.171 stop the hvcc		
10946. Joe McGuire	406 Lincoln Lane	Avon-by-the-Sea, NJ 07717
Posted from: 64.12.116.200		
10945. Brian Schroeder	23 Rochester St	Scottsville, NY 14546
Posted from: 72.230.156.97		
10944. Trisha Clark	2332 Taraval St. #1	San Francisco, CA 94116
Posted from: 76.220.105.118		
10943. Jamice Welbon	158 School Street	Daly City, CA 94014
Posted from: 70.1.124.61 I am completely opposed to working for AMC. They are crooks who only care about helping the banks make even more money.		
10942. Mark Mathewson	PO Box 2045	Carson City, NV 89702
Posted from: 75.0.6.52 I am opposed to this legislation as a businessman and small business owner.		
10941. Christopher Newman Jourdan	272 Highland Drive	Mandeville, LA 70471
Posted from: 74.236.156.102 To the ASC:		
10940. Steven Rosenblatt	9504 Harbor Lights Drive	ocean city, MD 21811
Posted from: 67.162.236.77		
10939. Paul Steele	2904 W Millham	Portage, MI 49024
Posted from: 75.48.230.204		
10938. ted thurman	14930 old highway 68	siлоam springs, ar 72761
Posted from: 75.120.159.197 they are qualified and take half of appraisal fees		
10937. LEONARD BALDUCCI	880 RIFLE CAMP ROAD	WOODLAND PARK, NJ 07424
Posted from: 96.240.28.2 APPRAISER HAS NO CONTROL AND AGAIN WILL BE UNDER THE PRESSURE OF AMC		
10936. Nathaniel Cramer	14 Travelled Way	North Reading, MA 01864
Posted from: 24.147.211.58		
10934. Gregg White	8629 Lake Country Drive	Fort Worth, Tx 76179
Posted from: 68.189.214.57 I am a State Certified Residential Appraiser with over 29 years experience in the Industry. I am totally opposed to this.		
10924. Everett VanDerWeerd	California	Newport Beach, Ca 92663
Posted from: 71.133.87.200		
10923. James Wright Jr	4148 Lafayette Street	Marianna, FL 32321
Posted from: 65.40.26.16		
10922. David Niehaus	6522 Denny Peak DR SE	Snoqualmie, WA 98065
Posted from: 98.203.147.120		
10921. Todd Reynolds	12319 N 147th Lane	Surprise, AZ 85379
Posted from: 72.222.188.211		
10920. Wanda Collins	2008 Ohio Street	Bluefield, WV 24701
Posted from: 74.34.138.12		
10919. Claudette Garavaglia	21731 randall	farmington hills, mi 48336
Posted from: 75.45.79.168		
10918. C. Donald Lackey	118 cotton road	shelby, NC 28150
Posted from: 24.74.121.162		
10917. JC Cliett	5001 Wilshire Blvd #112	Los Angeles, CA 90036
Posted from: 76.168.86.201 Stop the HVCC		
10916. Bradley Nelson	5005 N. 28TH St	Tacoma, WA 98407
Posted from: 131.191.48.69		
10915. John Ferguson	P.O. Box 816	Wheatland, CA 95692
Posted from: 207.12.220.98 Enforcement is the key hanging some bankers and appraisers will go a long way!		
10914. Sean L. Barsky	98 Tremont Street	Ansonia, CT 06401
Posted from: 76.23.203.34 AMCs are NOT the answer. They're just as bad as the mortgage Brokers		
appraiserspetition.com/index.htm		

10913. John Brooks Posted from: 198.111.163.209	23029 Hoffman	st clair shores, mi 48082
10912. Charles Weston Posted from: 98.109.123.198	747 Dixie Lane	Plainfield, NJ 07062
10911. Danielle L. Bannon Posted from: 98.248.78.143	3 Clearview Avenue	Glassboro, NJ 08028
10910. Ramiro Garza Jr. Posted from: 64.219.147.181 Honest working appraisers should have better treatment.	943 N. Expressway Ste. 15-150A	Brownsville, TX 78520
10909. Victoria L. Gill Posted from: 71.48.96.73	42 Courtright Rd	wantage, nj 07461
10908. Nick Osnato Posted from: 68.80.237.48 If we are on such a list, we should have every right to get our names off. As it stands now, there's not much we can do.	239 Sea Pine Drive	Egg Harbor Twp., NJ 08234
10907. Marina Clary Posted from: 75.208.137.221 This has and still happens to me. I am all for this petition.	3512 Marsala way	Modesto, CA 95356
10906. Rian M. Esposito Posted from: 71.175.248.196	1901 S. Hollywood Street	Philadelphia, PA 19145
10905. Matthew G. Blakely Posted from: 67.184.81.84	506 Indianwood Dr.	Caol Stream , IL 60188
10904. Dick Miletich Posted from: 208.101.229.149	4000 Ashford Circle	hollister, CA 95023
10903. Linda M Gardner Posted from: 169.130.8.14 If we do not get paid at the door, we do not get paid, even for FHA's	106 Lake Hayes	Trenton, TN, TN 38382
10902. Freddie Berry Posted from: 76.20.112.121	1646 Universal Drive	Stockton, CA 95206
10901. Richard Posted from: 75.31.15.163	2503 Custer	Odessa, Tx 79761
10900. David Valera Posted from: 76.109.207.122	3730 SW 99th Avenue	Miami, FL 33165
10899. Randy Davidson Posted from: 70.234.190.20	PO Box 450825	Grove, OK 74345
10898. Terri L Davidson Posted from: 70.234.190.20	PO Box 450825	Grove, OK 74345
10897. David T. Proffitt Posted from: 67.186.74.54	3558 Arthur Rd.	Crete , IL 60417
10896. Geremie Howard Posted from: 64.113.113.209	7223 Camel Rock Way	Citrus Heights, CA 95610
10895. William A. Moores Sr Posted from: 24.161.250.88	229 Candlewick Ave	Spring Hill, FL 34608
10894. Jonathan F. William Posted from: 216.180.113.129	1236 Blue Ridge Blvd	Hoover, AL 35226
10893. Sonja Frisby-Corcoran Posted from: 205.188.116.200	PO Box Box 6	New Waverly, TX 77358
10892. Daniel R. Holland Posted from: 69.51.137.174 Mortgage fraud will not stop until the originating lender is required to maintain an ownership in each mortgage until paid.	5757 Pineknoll Ct SE	Kentwood, MI 49508
10891. Jeff Davis Posted from: 74.45.16.84	PO Box 415	azenova, NY 13035
10890. Michael Mc Intyre	136 park avenue	East Wareham, MA 02538

Posted from: 76.24.167.224 Force lenders to hold a % of their subprime loans in house(higher % for lower scores or \$0 downpayments)

10889. Peggy R. Kee 1134 Hickory Grove Rd. Starkville, Ms 39759

Posted from: 205.188.117.70 appraisal on my property appraised wrong with fence post in wrong direction

10888. David Mack McClain 7465 Tatum Woods Drive Cumming, GA 30028

Posted from: 74.176.223.63

10887. Michael W. Shannon 303 South Broadway, #200-307 Denver, co 80209

Posted from: 71.196.241.115 I believe it is equally important for there to be a viable way to report and enforce these violations, for any of them to work

10886. Peter Borna 3285 Ocean Front Walk Suite 5 San Diego, CA 92109

Posted from: 71.136.70.67

10885. THOMAS QUIRK 9541 LACKLAND RD ST.LOUIS, MO 63114

Posted from: 71.10.188.130 MAKE THE NUMBERS OR WE'LL LEAVE WITHOUT YOU

10884. D. Kim Cudd 1819 Ray Ave. Bossier City, La 71112

Posted from: 74.193.184.26

10883. William A Moores 229 Candlewick Avenue Spring Hill , FL 34608

Posted from: 24.161.250.88

10882. Don Mrskos 9222 So. Mozart Ave. Evergreen Park , Il 60805

Posted from: 24.7.254.10

10881. Tina L. Basharell 8236 Ocean Terrace Way Las Vegas, NV 89128

Posted from: 68.108.24.24 Numbers, a force to be reckoned with..

10880. Diana Nytko 5 Darina Place Milford, , CT 06460

Posted from: 205.188.117.70

10879. Mark Cordrey 8319 Angola Road Holland, OH 43528

Posted from: 205.188.117.70 About time we as appraisers stand up. We are professionals, lets get treated like one!

10878. NICHOLAS SAULLE 2231 NW 41 AVENUE COCONUT CREEK, FL 33066

Posted from: 72.144.40.148

10877. Christine Hill 28517 111th Street Zimmerman, MN 55398

Posted from: 71.37.241.168

10876. Larry K. Martineau 2239 Townsgate Road #202 Westlake Village, CA 91361

Posted from: 71.109.229.68

10875. Jerry Ball 654 NW 21st Court Redmond, OR 97756

Posted from: 207.225.93.54 Some lenders will "not" remove your name from the accepted list, just put in into their list of appraisers for reviews.

10874. David M. Maddox 7381 San Pablo St Las Vegas, NV 89139

Posted from: 71.49.171.22

10873. Chris Staley 2016 STRACKER WAY Modesto, ca 95350

Posted from: 69.225.32.18 Thankyou for doing the right thing!

10872. Staci D. Bracken 8401 W 115th St Overland Park, KS 66210

Posted from: 70.94.219.85

10871. howard hullett 2391 s center st Hickory, nc 28602

Posted from: 97.82.149.4

10870. Tanya Bates 172 Aruba Drive Saratoga Springs, UT 84045

Posted from: 208.53.47.232

10869. Joanne Wait 40 Treign Drive N.Syracuse, ny 13212

Posted from: 74.79.103.22

10868. Michael D. Kelley PO BOX 774 Connellsburg, PA 15425

Posted from: 24.154.74.175

10867. Rebecca G. Gerstle 4195 Williams Ct Dumfries, VA 22026

Posted from: 173.66.221.206

10866. GARY CARYL	36385 N. WESLEY RD.	INGLESIDE, IL 60041
Posted from: 99.144.223.22		
10865. James Hayes	2623 14th Avenue NW	Gig Harbor, WA 98335
Posted from: 76.28.216.136		
10864. Paul Walson	6140 N. Van Ark Rd.	Tucson, AZ 85743
Posted from: 216.183.65.49		
10863. Susan Gordon	1704 Francis Street	Carrollton, TX 75006
Posted from: 76.187.201.143		
10862. wendy shiner	843 leopard tr	winter springs, fl 32708
Posted from: 72.188.157.62		
10861. George Paquette	419 Main Street #475	Huntington Beach, CA 92648
Posted from: 98.148.85.200		
10860. Peter Steinhagen	6420 W. Cermak Rd.	Berwyn, IL 60402
Posted from: 67.89.95.106		
10859. Jarrad Stephens	3911 E. Murray Court	Visalia, Ca 93292
Posted from: 98.224.97.65		
10858. Elizabeth N. Hodges	6320 FIVE MILE CENTRE PARK	FREDERICKSBURG, VA 22407
Posted from: 74.95.98.8		
10857. Ann Perrell	2176 James Rd	Memphis , TN 38127
Posted from: 66.32.62.183		
10856. Steve Henderson	2111 Elm Ave	Grand Junction, CO 81501
Posted from: 72.174.76.243		
10855. Dennis Stubbe	12640 SW 97th Place	Miami, FL 33176
Posted from: 65.7.196.215		
10854. ROBIN SLATER	20 WOODBRIDGE PLACE	LANGHORNE, PA 19053
Posted from: 69.139.29.249		
10853. Daniel E. Williams	24848 Half Dome Court	Murrieta, CA 92562
Posted from: 76.175.133.100		
10852. Neil Goldstein	8145 SW 87th Ave	Portland, OR 97223
Posted from: 75.175.39.253		
10851. Robert Dolan	29 Marshall Terrace	Wayland, MA 01778
Posted from: 96.233.44.131 01778		
10850. Dahn Mickey	P.O. Box 517	Junction City, OR 97448
Posted from: 67.169.195.189		
10849. Sondra Scott	23138 Calico Comers Ln	Spring, TX 77373
Posted from: 76.71.114.46		
10848. mimi nealy	1 river ridge trail	ormond beach, fl 32174
Posted from: 72.188.42.146		
10847. Kevin McKnelly	22207 Birmingham Place	Santa Clarita, CA 91350
Posted from: 98.148.20.212 Help us please!		
10846. Paul Balsamo	59 east jackson avenue	babylon, ny 11702
Posted from: 205.188.117.70		
10845. Karen Swartz	1492 Robinson Dr. N.	St. Petersburg, Fl 22710
Posted from: 72.185.253.21		
10844. Raymond L. Blau	532 Vestry Drive	Ambler, PA 19002
Posted from: 72.92.86.160		
10843. Tammy Zalewski	Glacier Drive	Hubertus, wi 53033

Posted from: 69.210.46.188

10842. Matt Beiseigel	2519 N Ocean Blvd. #306	Boca Raton, FL 33431
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Posted from: 76.109.101.140 There needs to be oversight of the mortgage brokers.

10841. Matthew Smith	1517 Pennsylvania Ave N. Suite #10	Golden Valley, MN 55427
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Posted from: 24.118.114.65

10840. Bryan Green	1815 Sherwood Drive	Tallahassee, FL 32303
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Posted from: 98.230.43.156

10839. Allison Edward Hays	1221 SE 130th Ave	Portland, OR 97233
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Posted from: 76.105.215.108

10838. Caron Smith	273 Newton Road	Fredericksburg, VA 22405
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Posted from: 74.95.98.9

10837. Herman Bustamante	231 Fleming Ave	Vallejo, CA 94590
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Posted from: 70.137.134.31 Thankyou

10836. Chanin Stuard	6189 Buzzard Creek Road	Cedar Hill, TN 37032
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Posted from: 64.12.117.70

10835. Marc Wright	9475 W. Kentucky Avenue	Lakewood, CO 80226
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Posted from: 24.8.113.35

10834. Kyle Michels	5019 Everett	Amarillo, TX 79106
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Posted from: 74.197.89.157

10833. Diana Berlin-Smith	18215 Fontana Ct	Reno, NV 89508
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Posted from: 75.14.196.206

10832. leroy turner	P.O. Box 2263	salisbury, md 21802
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Posted from: 98.192.214.179

10831. gerard forde	390 alcatraz avenue	oakland, ca 94618
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Posted from: 71.132.195.38

10830. Alpay Onder	26100 American Drive Suite 606	Southfield, MI 48034
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Posted from: 208.65.64.14

10829. Ronald S. Plott, Jr.	365 Eureka Road	Charleston, WV 25314
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Posted from: 75.108.202.44

10828. Ed Connor	120 State Ave NE, #263	Olympia, Wa 98501
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Posted from: 71.231.166.25 AMC's pull the rug-now they want the pad & floor Contact state reps. AMC's have vested interest 4 getting value>Title Co'd

10827. Donald Rich	101 Hamilton Ave	Leonardo, NJ 07737
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Posted from: 68.84.232.14 HVCC is not the solution...AMC's add NO value, but grab half the fee.

10826. Clifton Alligood	3151 NE 56th Avenue, Lot M7	Silver Springs, FL 34488
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Posted from: 98.190.40.68

10825. Gail Hunt	P.O. Box 704	Branford, FL 32008
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Posted from: 71.31.105.57

10824. Shanda Heacock	9732 State Route 445 PMB 312	Sparks, NV 89441
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Posted from: 209.78.20.213

10823. James Forquer	2078 Magellan Drive	Oakland, CA 94611
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Posted from: 24.130.229.143

10822. Jill Kom	P.O. Box 1207	Sparks, NV 89432
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Posted from: 64.149.159.165

10821. Brian Fosseen	1005 n tanglewood ln	liberty lake, wa 99019
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Posted from: 65.61.105.10

10820. Benjamin Weis	304 W. Freidel Dr.	Marshall, WI 53559
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Posted from: 66.168.31.131

10819. Larry Halm	6735 Garrison Street	Arvada, CO 80004
Posted from: 67.165.222.169		
10818. Cary Wiest	50 HoodsPoint Way	San Mateo, CA 94402
Posted from: 75.30.112.45		
10817. Don Ross	P O Box 6046	Florence, KY 41022
Posted from: 216.198.175.231		
10816. Joseph Lorinc	1855 52nd Street Southwest	Naples, FL 34116
Posted from: 71.3.210.113		
10815. Robert D. Coop	611 E. Telegraph Street	Carson City, NV 89701
Posted from: 64.148.147.130		
10814. Dennis Duckett	P.O. Box 28016	Green Bay, WI 54324
Posted from: 75.8.36.223		
10813. Mark H. Cole	740 County Road 4122	Campbell, Tx 75422
Posted from: 69.46.59.146		
10812. Kyle Cousineau	P.O. Box 28016	Green Bay, WI 54324
Posted from: 75.8.36.223		
10811. JOSEPH DONOFRIO	P.O. BOX 417	FARMINGDALE, NJ 07727
Posted from: 67.83.93.210		
10810. Steve Souza	1247 Country Club Cove	Bullhead City, AZ 86442
Posted from: 74.33.45.93 Blacklisted from CW for not reconsidering value		
10809. Scott Williams	13330 fort st	southgate, mi 48195
Posted from: 68.43.67.144		
10808. kambiz Safa	28 Palmento Way	Irvin, Ca 92612
Posted from: 69.234.110.42		
10807. Brian Vaughan	po box 3931	Pagosa Springs, CO 81147
Posted from: 75.121.85.230		
10806. N Lindley	West View Dr	Berkeley, CA 94705
Posted from: 67.169.59.59		
10805. Teresa Biggers	4403 CR 3140	Lone Oak, TX 75453
Posted from: 64.202.228.153		
10804. Anthony Benanil	424 B 133rd St	Belle Harbor, NY 11694
Posted from: 12.145.184.18 Honesty, Integrity, Professionalism, remember those?		
10803. Donene Berry	818 W 20th	Merced, ca 95340
Posted from: 74.60.159.237		
10802. Roger Harter	645 Dorsey Court	Centerville, OH 45459
Posted from: 24.123.235.80		
10801. rocco buffone	8 deerfield dr	greensburg, pa 15601
Posted from: 67.163.250.209 I wish		

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View Signatures 1-200	View Signatures 201-400	View Signatures 401-600	View Signatures 601-800
View Signatures 801-1100	View Signatures 1101-1400	View Signatures 1401-1700	View Signatures 1701-1900
View Signatures 1901-2200	View Signatures 2201-2500	View Signatures 2501-2700	View Signatures 2701-2900
View Signatures 2901-3100	View Signatures 3101-3300	View Signatures 3301-3500	View Signatures 3501-3700
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View Signatures 5301-5500	View Signatures 5501-5700	View Signatures 5701-5900	View Signatures 5901-6100
View Signatures 6101-6300	View Signatures 6301-6500	View Signatures 6501-6700	View Signatures 6701-6900
View Signatures 6901-7100	View Signatures 7101-7300	View Signatures 7301-7500	View Signatures 7501-7700
View Signatures 7701-7900	View Signatures 7901-8100	View Signatures 8101-8300	View Signatures 8301-8500

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Phone: (973) 471-3381; Sales@PrimeLegalLLC.com
WWW.PRIMELEGALSVC.COM

**PROPERTY
SECURITIZATION ANALYSIS REPORT™**

"This is a Securitization Analysis Report and not a Forensic Audit Report"

Prepared for:

Hoffberg & Associates, P.C.

**RICHARD EVALOBO & PRISCILLA SANTOS CORTEZ
1020 ZURICH AVENUE
HENDERSON NV, 89015**

*Completion Date:
January 24, 2012*

Disclosure: You have engaged Prime Legal Services, LLC to examine your real estate documents. This information is not to be construed as legal advice or the practice of law, pursuant to Practice of Law § 21(1) it is the intent of Prime Legal Services, LLC, its members, auditors and independent contractors, not to engage in activities that could be considered the practice of law by conduct exhibiting any of the following practices:
"Except as provided below, no person shall practice law in this State unless that person is an attorney holding a plenary license to practice in this State, has complied with the Rule 1:26 skills and methods course requirement in effect on the date of the attorney's admission, is in good standing, and, except as provided in paragraph (d) of this Rule, maintains a *bona fide* office for the practice of law."

EXHIBIT 4 Page | 1



SECTION 1: TRANSACTION DETAILS

BORROWER & CO-BORROWER:

BORROWER	CO-BORROWER
RICHARD EVALOBO	PRISCILLA SANTOS CORTEZ
CURRENT ADDRESS	SUBJECT ADDRESS
1020 ZURICH AVENUE HENDERSON, NV 89015	1020 ZURICH AVENUE HENDERSON, NV 89015

TRANSACTION PARTICIPANTS

MORTGAGE BROKER	MORTGAGE SERVICER	MORTGAGE MORTGAGE NOMINEE/BENEFICIARY
N/A	AURORA BANK, FSB	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.
ORIGINAL MORTGAGE LENDER	MORTGAGE TRUSTEE	TITLE COMPANY
ALLIANCE BANCORP	CHICAGO TITLE COMPANY	N/A



SECTION 2: SECURITIZATION

SECURITIZATION PARTICIPANTS:

ORIGINATOR/LENDER	SPONSOR/SELLER	DEPOSITOR
ALLIANCE BANCORP	LEHMAN BROTHERS HOLDING INC.	STRUCTURED ASSET SECURITIES CORPORATION
ISSUING ENTITY	TRUSTEE	MASTER SERVICER/ SERVICER
LEHMAN XS TRUST, SERIES 2006-3	U.S. BANK NATIONAL ASSOCIATION	AURORA LOAN SERVICES, LLC
CUSTODIAN	CUT - OFF DATE	CLOSING DATE
LA SALLE BANK N.A.	FEBRUARY 1, 2006	ON OR ABOUT FEBRUARY 28, 2006



\$821,923,000

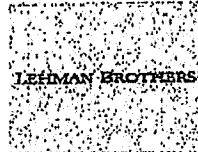
(Approximate)

LEHMAN XS TRUST
Mortgage Pass-Through Certificates, Series 2006-3

AURORA LOAN SERVICES
A Lehman Brothers Company

AURORA LOAN SERVICES
Aurora Loan Services LLC
Master Servicer

Lehman XS Trust 2006-3
Issuing Entity



Lehman Brothers Holdings Inc.
Sponsor and Seller

Structured Asset Securities Corporation
Depositor



Summary of Terms

- This summary highlights selected information from this document and does not contain all of the information that you need to consider in making your investment decision. To understand all of the terms of the offering of the certificates, it is necessary that you read carefully this entire document and the accompanying prospectus.
- While this summary contains an overview of certain calculations, cash flow priorities and other information to aid your understanding, you should read carefully the full description of these calculations, cash flow priorities and other information in this prospectus supplement and the accompanying prospectus before making any investment decision.
- Some of the information that follows consists of forward-looking statements relating to future economic performance or projections and other financial items. Forward-looking statements are subject to a variety of risks and uncertainties, such as general economic and business conditions and regulatory initiatives and compliance, many of which are beyond the control of the parties participating in this transaction. Accordingly, what actually happens may be very different from the projections included in this prospectus supplement.
- Whenever we refer to a percentage of some or all of the mortgage loans in the trust fund, that percentage has been calculated on the basis of the total scheduled principal balance of those mortgage loans as of February 1, 2006, unless we specify otherwise. We explain in this prospectus supplement under "Glossary of Defined Terms" how the scheduled principal balance of a mortgage loan is determined. Whenever we refer in this summary of terms or in the risk factors section of this prospectus supplement to the total principal balance of any mortgage loans, we mean the total of their scheduled principal balances unless we specify otherwise.

Parties

Sponsor and Seller

Lehman Brothers Holdings Inc. will sell the mortgage loans to the depositor.

Depositor

Structured Asset Securities Corporation, a Delaware special purpose corporation, will sell the mortgage loans to the issuing entity. The depositor's address is 745 Seventh Avenue, New York, New York 10019, and its telephone number is (212) 526-7000.

Issuing Entity

Lehman XS Trust, Series 2006-3, a common law trust formed under the laws of the State of New York.



Trustee

U.S. Bank National Association

Master Servicer

Aurora Loan Services LLC, an affiliate of the seller, the depositor, one of the servicers and Lehman Brothers Inc., will oversee the servicing of the mortgage loans by the servicers.



Assignment of Mortgage Loans

The Mortgage Loans will be assigned by the Depositor to the Trustee, together with all principal and interest received with respect to such Mortgage Loans on and after the Cut-off Date (other than Scheduled Payments due on that date). The Trustee will, concurrently with such assignment, authenticate and deliver the Certificates. Each Mortgage Loan will be identified in a schedule appearing as an exhibit to the Trust Agreement which will specify with respect to each Mortgage Loan, among other things, the original principal balance and the Scheduled Principal Balance as of the close of business on the Cut-off Date, the Mortgage Rate, the Scheduled Payment, the maturity date, the Servicer and the Custodian of the mortgage file and the applicable Prepayment Premium provisions, if any.

As to each Mortgage Loan, the following documents are generally required to be delivered to the applicable Custodian on behalf of the Trustee in accordance with the Trust Agreement: (1) the related original mortgage note endorsed without recourse to the Trustee or in blank, (2) the original Mortgage with evidence of recording indicated thereon (or, if such original recorded Mortgage has not yet been returned by the recording office, a copy thereof certified to be a true and complete copy of such Mortgage sent for recording), or, in the case of a Cooperative Loan, the original security agreement and related documents (3) an original assignment of the Mortgage to the Trustee or in blank in recordable form (except as described below), or, in the case of a Cooperative Loan, the original assignment of security agreement and related documents (4) the policies of title insurance issued with respect to each Mortgage Loan and (5) the originals of any assumption, modification, extension or guaranty agreements. With respect to certain Servicers, it is expected that the Mortgages or assignments of Mortgage with respect to each Mortgage Loan will have been recorded in the name of an agent on behalf of the holder of the related mortgage note. In that case, no Mortgage assignment in favor of the Trustee will be required to be prepared, delivered or recorded. Instead, the related Servicer will be required to take all actions as are necessary to cause the Trustee to be shown as the owner of the related Mortgage Loan on the records of the agent for purposes of the system of recording transfers of beneficial ownership of mortgages maintained by the agent.

Each transfer of a Mortgage Loan from the Seller to the Depositor and from the Depositor to the Trustee will be intended to be a sale of that Mortgage Loan and will be reflected as such in the Sale and Assignment Agreement and the Trust Agreement, respectively. However, in the event of insolvency of a prior owner of a Mortgage Loan, a trustee in bankruptcy or a receiver or creditor of the insolvent party could attempt to re-characterize the sale of that Mortgage Loan by the insolvent party as a financing secured by a pledge of the Mortgage Loan. The Trustee's security interest will be perfected by delivery of the Mortgage Notes to the applicable Custodian on behalf of the Trustee.

424B5:

http://www.sec.gov/Archives/edgar/data/808851/000089109206000507/e23475_424b5.txt



STRUCTURED ASSET SECURITIES CORPORATION,
as **Depositor**,

AURORA LOAN SERVICES LLC,
as **Master Servicer**,

and



U.S. BANK NATIONAL ASSOCIATION,
as **Trustee**

TRUST AGREEMENT

Dated as of February 1, 2006

LEHMAN XS TRUST
MORTGAGE PASS-THROUGH CERTIFICATES,
SERIES 2006-3



ARTICLE II

CONVEYANCE OF MORTGAGE LOANS; ORIGINAL ISSUANCE OF CERTIFICATES

SECTION 2.01. Conveyance of Mortgage Loans.

(a) Concurrently with the execution and delivery of this Agreement, the Depositor does hereby transfer, assign, set over, deposit with and otherwise convey to the Trustee, without recourse, subject to Sections 2.02, 2.04, 2.05 and 2.06, in trust, all the right, title and interest of the Depositor in and to the Mortgage Loans. Such conveyance includes, without limitation, the right to all payments of principal and interest received on or with respect to the Mortgage Loans on and after the Cut-off Date (other than payments of principal and interest due on or before such date), and all such payments due after such date but received prior to such date and intended by the related Mortgagors to be applied after such date together with all of the Depositor's right, title and interest in and to the Collection Account, the Certificate Account and all amounts from time to time credited to and the proceeds of the Certificate Account, any Custodial Accounts, any Escrow Account established pursuant to Section 9.06, the Basis Risk Reserve Fund established pursuant to Section 5.06, the Class X Account established pursuant to Section 5.11 and all amounts from time to time credited to and the proceeds of each such account, any REO Property and the proceeds thereof, the Depositor's rights under any Insurance Policies related to the Mortgage Loans, the Depositor's security interest in any collateral pledged to secure the Mortgage Loans, including the Mortgaged Properties, and any proceeds of the foregoing, to have and to hold (or a Custodian on its behalf), in trust; and the Trustee declares that, subject to the review provided for in Section 2.02, it has received and shall hold the Trust Fund, as trustee, in trust, for the benefit and use of the Holders and for the purposes and subject to the terms and conditions set forth in this Agreement, and, concurrently with such receipt, has caused to be executed, authenticated and delivered to or upon the order of the Depositor, in exchange for the Trust Fund, Certificates in the authorized denominations evidencing the entire ownership of the Trust Fund.

Concurrently with the execution of this Agreement, the Swap Agreement shall be delivered to the Trustee. In connection therewith, the Depositor hereby authorizes and directs the Trustee (solely in its capacity as such) to execute and deliver the Swap Agreement (on behalf of the Supplemental Interest Trust), in trust for the benefit of the Offered Certificateholders. The Seller, the Master Servicer, the Depositor, the Servicer and the Offered Certificateholders (by their acceptance of such Certificates) acknowledge and agree that the Trustee is executing and delivering the Swap Agreement solely in its capacity as Trustee of the Supplemental Interest Trust, and not in its individual capacity. The Depositor hereby authorizes and directs the Trustee to represent in the Swap Agreement that it is not required by any applicable law of any relevant jurisdiction to make any deduction or withholding for or on account of any tax from Net Swap Payment. The Trustee shall have no duty or responsibility to enter into any other interest rate swap agreement upon the expiration or termination of the Swap Agreement.



Concurrently with the execution and delivery of this Agreement, the Depositor does hereby assign to the Trustee all of its rights and interest under the Mortgage Loan Sale Agreement, including all rights of the Seller under each related Servicing Agreement and each related Transfer Agreement (other than first payment date default or early payment date default rights against the related Transferor) but, in each case, only to the extent assigned under the Mortgage Loan Sale Agreement. The Trustee hereby accepts such assignment and delegation, and shall be entitled to exercise all the rights of the Depositor under the Mortgage Loan Sale Agreement as if, for such purpose, it were the Depositor. The foregoing sale, transfer, assignment, set-over, deposit, delegation and conveyance does not and is not intended to result in the creation or assumption by the Trustee of any obligation of the Depositor, the Seller or any other Person in connection with the Mortgage Loans or any other agreement or instrument relating thereto except as specifically set forth therein.

(b) In connection with such transfer and assignment, the Depositor does hereby deliver to, and deposit with, or cause to be delivered to and deposited with, the Trustee, and/or the applicable Custodian acting on the Trustee's behalf, the following documents or instruments with respect to each Mortgage Loan (each a 'Mortgage File') so transferred and assigned:

- (i) with respect to each Mortgage Loan, the original Mortgage Note endorsed without recourse in proper form to the order of the Trustee, as shown on Exhibit B-4 hereto, or in blank (in each case, with all necessary intervening endorsements, as applicable) or with respect to any lost Mortgage Note, a lost note affidavit stating that the original Mortgage Note was lost, misplaced or destroyed, together with a copy of the related Mortgage Note;
- (ii) if applicable, the original of any guarantee, security agreement or pledge agreement executed in connection with the Mortgage Note, assigned to the Trustee;
- (iii) with respect to any Mortgage Loan other than a Cooperative Loan, the original recorded Mortgage with evidence of recording indicated thereon and the original recorded power of attorney, with evidence of recording thereon. If, in connection with any Mortgage Loan, the Depositor cannot deliver the Mortgage or power of attorney with evidence of recording thereon on or prior to the Closing Date because of a delay caused by the public recording office where such Mortgage has been delivered for recordation or because such Mortgage or power of attorney has been lost, the Depositor shall deliver or cause to be delivered to the Trustee (or the applicable Custodian), in the case of a delay due to recording, a true copy of such Mortgage or power of attorney, pending delivery of the original thereof, together with an Officer's Certificate of the Depositor certifying that the copy of such Mortgage or power of attorney delivered to the Trustee (or the applicable Custodian) is a true copy and that the original of such Mortgage or power of attorney has been forwarded to the public recording office, or, in the case of a Mortgage or power of attorney that has been lost, a copy thereof (certified as provided for under the laws of the appropriate jurisdiction) and a written Opinion of Counsel delivered to the Trustee and the Depositor that an original recorded Mortgage or power of attorney is not required to enforce the Trustee's interest in the Mortgage Loan;



- (iv) the original of each assumption, modification or substitution agreement, if any, relating to the Mortgage Loans, or, as to any assumption, modification or substitution agreement which cannot be delivered on or prior to the Closing Date because of a delay caused by the public recording office where such assumption, modification or substitution agreement has been delivered for recordation, a photocopy of such assumption, modification or substitution agreement, pending delivery of the original thereof, together with an Officer's Certificate of the Depositor certifying that the copy of such assumption, modification or substitution agreement delivered to the Trustee (or the applicable Custodian) is a true copy and that the original of such agreement has been forwarded to the public recording office;
- (v) with respect to each Non-MERS Mortgage Loan, an original Assignment of Mortgage, in form and substance acceptable for recording. The related Mortgage shall be assigned either (A) in blank, without recourse or (B) to "U.S. Bank National Association, as Trustee of the Lehman XS Trust Mortgage Pass-Through Certificates, Series 2006-3," without recourse;
- (vi) if applicable, such original intervening assignments of the Mortgage, notice of transfer or equivalent instrument (each, an "Intervening Assignment"), as may be necessary to show a complete chain of assignment from the originator, or, in the case of an Intervening Assignment that has been lost, a written Opinion of Counsel delivered to the Trustee that such original Intervening Assignment is not required to enforce the Trustee's interest in the Mortgage Loans;
- (vii) with respect to any Mortgage Loan other than a Cooperative Loan, the original mortgagee title insurance policy or attorney's opinion of title and abstract of title, and, if applicable, the original Primary Mortgage Insurance Policy or certificate;
- (viii) the original of any security agreement, chattel mortgage or equivalent instrument executed in connection with the Mortgage or as to any security agreement, chattel mortgage or their equivalent instrument that cannot be delivered on or prior to the Closing Date because of a delay caused by the public recording office where such document has been delivered for recordation, a photocopy of such document, pending delivery of the original thereof, together with an Officer's Certificate of the Depositor certifying that the copy of such security agreement, chattel mortgage or their equivalent instrument delivered to the Trustee (or the applicable Custodian) is a true copy and that the original of such document has been forwarded to the public recording office;
- (ix) with respect to any manufactured housing contract, any related manufactured housing sales contract, installment loan agreement or participation interest; and
- (x) with respect to any Cooperative Loan, the Cooperative Loan Documents.

The parties hereto acknowledge and agree that the form of endorsement attached hereto as Exhibit B-4 is intended to effect the transfer to the Trustee, for the benefit of the Certificateholders, of the Mortgage Notes and the Mortgages.



(c) (i) Assignments of Mortgage with respect to each Non-MERS Mortgage Loan other than a Cooperative Loan shall be recorded; *provided, however,* that such Assignments need not be recorded if, on or prior to the Closing Date, the Depositor delivers, at its own expense, an Opinion of Counsel addressed to the Trustee (which must be Independent counsel) acceptable to the Trustee and the Rating Agencies, to the effect that recording in such states is not required to protect the Trustee's interest in the related Non-MERS Mortgage Loans; *provided, further,* that notwithstanding the delivery of any Opinion of Counsel, the Master Servicer shall cause the applicable Servicer to submit each Assignment of Mortgage for recording upon the occurrence of a bankruptcy, insolvency or foreclosure relating to the Mortgagor under the related Mortgage. Subject to the preceding sentence, as soon as practicable after the Closing Date (but in no event more than three months thereafter except to the extent delays are caused by the applicable recording office), the Master Servicer, at the expense of the Depositor and with the cooperation of the applicable Servicer, shall cause to be properly recorded by each Servicer in each public recording office where the related Mortgages are recorded each Assignment of Mortgage referred to in subsection (b)(v) above with respect to each Non-MERS Mortgage Loan. With respect to each Cooperative Loan, the Master Servicer, at the expense of the Depositor and with the cooperation of applicable Servicer, shall cause such Servicer to take such actions as are necessary under applicable law in order to perfect the interest of the Trustee in the related Mortgaged Property.

(ii) With respect to each MERS Mortgage Loan, the Master Servicer, at the expense of the Depositor and with the cooperation of the applicable Servicer, shall cause the Servicer to take such actions as are necessary to cause the Trustee to be clearly identified as the owner of each such Mortgage Loan on the records of MERS for purposes of the system of recording transfers of beneficial ownership of mortgages maintained by MERS.

(d) In instances where a Title Insurance Policy is required to be delivered to the Trustee or the applicable Custodian on behalf of the Trustee under clause (b)(vii) above and is not so delivered, the Depositor will provide a copy of such Title Insurance Policy to the Trustee, or to the applicable Custodian on behalf of the Trustee, as promptly as practicable after the execution and delivery hereof, but in any case within 180 days of the Closing Date.

(e) For Mortgage Loans (if any) that have been prepaid in full after the Cut-off Date and prior to the Closing Date, the Depositor, in lieu of delivering the above documents, herewith delivers to the Trustee, or to the applicable Custodian on behalf of the Trustee, an Officer's Certificate which shall include a statement to the effect that all amounts received in connection with such prepayment that are required to be deposited in the Collection Account pursuant to Section 4.01 have been so deposited. All original documents that are not delivered to the Trustee or the applicable Custodian on behalf of the Trustee shall be held by the Master Servicer or the applicable Servicer in trust for the benefit of the Trustee and the Certificateholders.

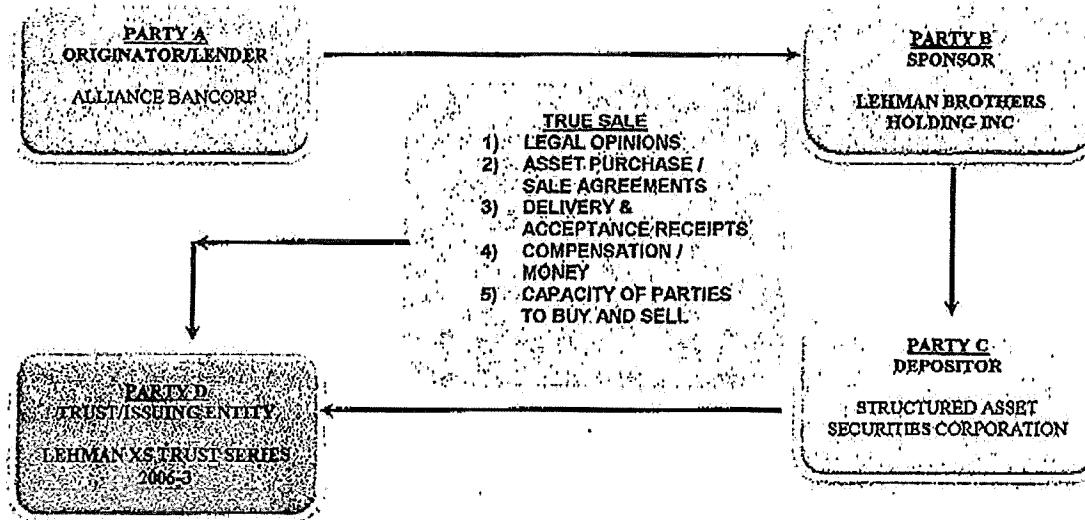
PSA:

http://www.sec.gov/Archives/edgar/data/1352797/000114420406010064/v037654_ex4-1.htm

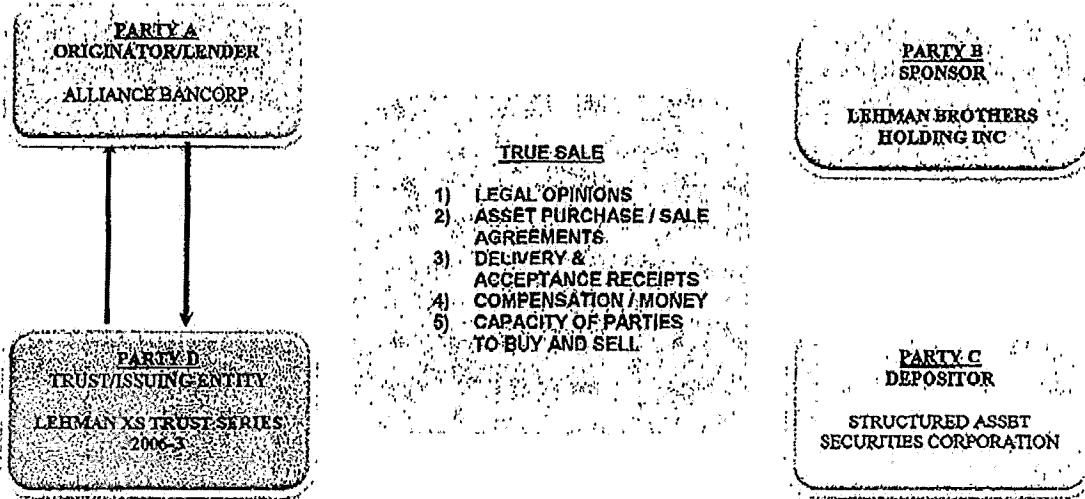


SECURITIZATION STRUCTURE

THE CORRECT PROCESS OF SECURITIZATION



HOW LENDERS "SIDE-STEPPED" THE PROCESS





SECTION 3: FORECLOSURE

Chain of Title and Chain of Note

Recorded Events on the Loan Including Foreclosure Issues and Securitization

Recorded Chain of Deed Possession		Chain of Note Possession	
Date	Original Deed of Trust	Date	Note Holder
JANUARY 17, 2006 Instrument # 20060117-0003647 Official Records, CLARK County California	RICHARD EVALOBO & PRISCILLA SANTOS CORTEZ (Borrowers) ALLIANCE BANCORP (Lender) MIN 1000393-2005201573-7	JANUARY 5, 2006	ALLIANCE BANCORP Lender Principal Amount: \$ 405, 150.00 LOAN # 05-NC201573
MARCH 16, 2011 Instrument # 201103160003568 Official Records, CLARK County California	Notice of Default BOULDER CREEK II HOMEOWNERS ASSOCIATION SIGNED BY: NAOMI EDEN DATE: FEBRUARY 18, 2011	FEBRUARY 1, 2006	LEHMAN XS TRUST SERIES 2006-3
OCTOBER 19, 2011 Instrument # 201110190000136 Official Records, CLARK County California	Notice of Trustee's Sale BOULDER CREEK, II HOMEOWNERS ASSOCIATION SIGNED BY: RYAN KERBOW, ATTORNEY DATE: SEPTEMBER 29, 2011		
NOVEMBER 15, 2011 Instrument # 201111150002906 Official Records, CLARK County California	Corporate Assignment of Deed of Trust MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. SIGNED BY: PAMELA J. PEDERSEN, VICE PRESIDENT DATE: SEPTEMBER 8, 2011		



REPORT SUMMARY

Deed of Trust:

- On January 5, 2006, Debtors Richard Evalobo and Priscilla Santos Cortez, executed a negotiable promissory note and a security interest in the form of a Deed of Trust in the amount of \$405,150.00. This document was filed as document number 20060117-0003647 in the Official Records Clark County, CA. The *original lender of the promissory note is Alliance Bancorp. The original trustee under this Deed of Trust is Chicago Title Company.*

Notice of Default:

- On February 18, 2011, Document number 201103160003568 (Notice of Default and Election to Sell Under Deed of Trust) was filed in the Official Records, Clark County, CA. This Document properly identifies the amount of the mortgage loan that debtors obtained on January 5, 2006, recorded March 16, 2011.

Notice of Trustee's Sale:

- On September 29, 2011, a Notice of Trustee's Sale was filed as document number 201110190000136 in the Official Records, Clark County, CA. This Document properly identifies the amount of the mortgage loan that debtors obtained on January 5, 2006, recorded October 19, 2011.

Corporate Assignment of Deed of Trust:

- On September 8, 2011, a Corporate Assignment of Deed of Trust was filed as document number 201111150002906 in the Official Records, Clark County, CA. This Document properly identifies the amount of the mortgage loan that debtors obtained on January 5, 2006, recorded November 15, 2011.

The Corporate Assignment of Deed of Trust was signed before the Notice of Trustee's Sale but it was recorded 2 months after it was signed. The Notice of Trustee's Sale was recorded in October and the Assignment was recorded in November.

Securitization:

- The NOTE was sold, transferred and securitized into LEHMAN XS TRUST SERIES 2006-3 with a Closing Date of FEBRUARY 29, 2006.

15-15D:

- Certification and Notice of Termination of Registration under Section 12(g) of the Securities Exchange Act of 1934 or Suspension of Duty to File Report under Sections 13 and 15(d) of the Securities Exchange Act of 1934. Date: January 19, 2006 By: Beth Belfield, Officer. Trust was closed this day.



LEGAL DESCRIPTION

Lot Eight (8) in Block A of BOULDER CREEK II, as shown by map thereof on file in Book 124 of Plats, Page 72, in the Office of the County Recorder of Clark County, Nevada.



Inst #: 201103160003568

Fees: \$14.00

N/C Fee: \$0.00

03/18/2011 09:54:00 AM

Receipt #: 707888

Requestor:

ALESSI & KOENIG LLC (JUNES

Recorded By: GILKB Pgs: 1

DEBBIE CONWAY

CLARK COUNTY RECORDER

When recorded mail to:

THE ALESSI & KOENIG, LLC
9500 West Flamingo Rd., Ste 100
Las Vegas, Nevada 89147
Phone: 702-222-4633

APN: 179-16-812-008 Trustee Sale No. 24236-1020

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER HOMEOWNERS ASSOCIATION LIEN

WARNING! IF YOU FAIL TO PAY THE AMOUNT SPECIFIED IN THIS NOTICE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE! You may have the right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account. The sale may not be set until ninety days from the date this notice of default recorded, which appears on this notice. The amount due is \$1,924.31 as of February 18, 2011 and will increase until your account becomes current. To arrange for payment to stop the foreclosure, contact: Boulder Creek II Homeowners Association, c/o Alessi & Koenig, 9500 W. Flamingo Rd, Ste 100, Las Vegas, NV 89147.

THIS NOTICE pursuant to that certain Assessment Lien, recorded on December 13, 2010 as document number 1895, of Official Records in the County of Clark, State of Nevada. Owner(s): EVALOBO RICHARD & CORTEZ PRISCILLA SANTOS, of LOT 8 BLOCK A, as per map recorded in Book 124, Page 72, as shown on the Condominium Plat, Recorded on as document number Pending as shown on the Subdivision map recorded in Maps of the County of Clark, State of Nevada. PROPERTY ADDRESS: 1624 ZURICH AVE., HENDERSON, NV 89015. If you have any questions, you should contact an attorney. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure. **REMEMBER YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.** NOTICE IS HEREBY GIVEN THAT The Alessi & Koenig is appointed trustee agent under the above referenced lien, dated December 13, 2010, executed by Boulder Creek II Homeowners Association to secure assessment obligations in favor of said Association, pursuant to the terms contained in the Declaration of Covenants, Conditions, and Restrictions (CC&Rs). A default in the obligation for which said CC&Rs has occurred in that the payment(s) have not been made of homeowners' assessments due from and all subsequent assessments, late charges, interest, collection and/or attorney fees and costs.

Dated: February 18, 2011

 Neomii Eden, Alessi & Koenig, LLC on behalf of Boulder Creek II Homeowners Association



Inst #: 201110190000136

Fee: \$14.00

N/C Fee: \$0.00

10/19/2011 09:07:50 AM

Receipt #: 980832

Requestor:

JUNE9 LEGAL SERVICES

Recorded By: CDE Pgs: 1

DEBBIE CONWAY

CLARK COUNTY RECORDER

When recorded mail to:
Alessi & Koenig, LLC
9500 West Flamingo Rd., Suite 205
Las Vegas, NV 89147
Phone: 702-222-4033

APN: 179-16-812-902

TSN 24236-1020

NOTICE OF TRUSTEE'S SALE

WARNING! A SALE OF YOUR PROPERTY IS IMMINENT! UNLESS YOU PAY THE AMOUNT SPECIFIED IN THIS NOTICE BEFORE THE SALE DATE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE. YOU MUST ACT BEFORE THE SALE DATE. IF YOU HAVE ANY QUESTIONS, PLEASE CALL Alessi & Koenig at 702-222-4033. IF YOU NEED ASSISTANCE, PLEASE CALL THE FORECLOSURE SECTION OF THE OMBUDSMAN'S OFFICE, NEVADA REAL ESTATE DIVISION, AT 1-877-829-9907 IMMEDIATELY.

NOTICE IS HEREBY GIVEN THAT:

On November 16, 2011, Alessi & Koenig as duly appointed Trustee pursuant to a certain lien, recorded on December 13, 2010, as instrument number 1805, of the official records of Clark County, Nevada, WILL SELL THE BELOW MENTIONED PROPERTY TO THE HIGHEST BIDDER FOR LAWFUL MONEY OF THE UNITED STATES, OR A CASHIERS CHECK at 4:00 P.M. at 930 S. 4th Street, Las Vegas Nevada 89101.

The street address and other common designation, if any, of the real property described above is purported to be: 1020 ZURICH AVE, HENDERSON, NV 89018. The owner of the real property is purported to be: EVALOBO RICHARD & CORTEZ PRISCILLA SANTOS

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designations, if any, shown herein. Said sale will be made, without covenant or warranty, expressed or implied, regarding title, possession or encumbrances, to pay the remaining principal sum of a note, homeowner's assessment or other obligation secured by this lien, with interest and other sum as provided therein; plus advances, if any, under the terms thereof and interest on such advances, plus fees, charges, expenses, of the Trustee and trust created by said lien. The total amount of the unpaid balance of the obligation secured by the property to be sold and reasonable estimated costs, expenses and advances at the time of the initial publication of the Notice of Sale is \$2,304.02. Payment must be in cash, a cashier's check drawn on a state or national bank, a check drawn by a state bank or federal credit union, or a check drawn by a state or federal savings and loan association, savings association, or savings bank specified in section 5102 of the Financial Code and authorized to do business in this state.

Date: September 29, 2011

A handwritten signature in black ink, appearing to read "Ryan Kerbow".

By: Ryan Kerbow, Attorney on behalf of Boulder Creek II Homeowners Association



Inst #: 201111150002906

Fees: \$18.00

N/G Fee: \$0.00

11/15/2011 12:13:31 PM

Receipt #: 978267

Requestor:

SERVICELINK IRVINE

Recorded By: OSA Pg: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

Assessor's/Tax ID No. 179-16-812-008 & 179-16-803-001

Recording Requested By:
AUROKA BANK FSB **SERVICELINK**

When Recorded Return To:
ASSIGNMENT PREP
AURORA BANK FSB
P.O. Box 1706
Scottsbluff, NE 69363-1706

184787

CORPORATE ASSIGNMENT OF DEED OF TRUST

Clark, Nevada
REF #:0119243400 "EVALOBO"

MERS #: 100039320052015737 SIS #: 1-888-679-6377

THE UNDERSIGNED DOES HEREBY AFFIRM THAT THIS DOCUMENT SUBMITTED FOR RECORDING DOES NOT CONTAIN PERSONAL INFORMATION ABOUT ANY PERSON.

Date of Assignment: September 8th, 2011

Assignor: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR ALLIANCE BANCORP, ITS SUCCESSORS AND/OR ASSIGNS at 1901 E VOORHEES STREET, SUITE C, DANVILLE, IL 61834

Assignee: AURORA BANK FSB at 1000 N. WEST STREET, STE 200, WILMINGTON, DE 19801

Executed By: RICHARD EVALOBO, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY AND PRISCILLA SANTOS CORTEZ, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY To: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR ALLIANCE BANCORP

Date of Deed of Trust: 01/05/2006 Recorded: 01/17/2006 in Book: N/A Page: 0003647 as Instrument No.: 20060117 In the County of Clark, State of Nevada.

Assessor's/Tax ID No. 179-16-812-008 & 179-16-803-001

Property Address: 1020 ZURICH AVE, HENDERSON, NV 89015

For value received, the said Assignor hereby assigns and transfers to Assignee all its right, title and interest in and to said Deed of Trust. IN WITNESS WHEREOF, the assignor has executed these presents the day and year first above written:

*RBR*RRRALSI*09/08/2011 01:14:18 PM* ALSI01ALSI00000000000000746482* NVCLARK*
0119243400 NVCLARK_ALSI_TRUST_ASSIGN_ASSN * *RBRALSI*



CORPORATE ASSIGNMENT OF DEED OF TRUST Page 2 of 2

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR
ALLIANCE BANCORP, ITS SUCCESSORS AND/OR ASSIGNS
On 09/08/11

By: Pamela J. Pedersen
PAMELA J. PEDERSEN, Vice-President

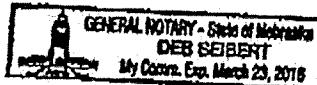


STATE OF Nebraska
COUNTY OF Scotts Bluff

On 9-8-11, before me, DEB SEIBERT, a Notary Public in and for Scotts Bluff in the State of Nebraska, personally appeared PAMELA J. PEDERSEN, Vice-President, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,

Deb Seibert
DEB SEIBERT
Notary Expires: 03/23/2015



(This area for notarial seal)

Mail Tax Statements To: RICHARD EVALOBO, 1020 ZURICH AVE, HENDERSON, NV 89015



MERS:

- The DEED OF TRUST shows MIN 1000393-2005201573-7 and MERS SERVICER ID website <https://www.mers-servicerid.org/sis> indicates that AURORA BANK FSB is the Servicer.
- Although MERS records an assignment in the real property records, the promissory note which creates the legal obligation to repay the debt is not negotiated to MERS.
- MERS is never entitled to receive a borrower's monthly payments, nor is MERS ever entitled to receive the proceeds of a foreclosure or DEED OF TRUST sale.
- MERS is never the owner of the promissory note for which it seeks foreclosure.
- MERS has no legal or beneficial interest in the loan instrument underlying the security instrument for which it serves as "nominee"
- MERS has no legal or beneficial interest in the mortgage indebtedness underlying the security instrument for which it serves as "nominee".
- MERS has no interest at all in the promissory note evidencing the mortgage indebtedness.
- MERS is not a party to the alleged mortgage indebtedness underlying the security instrument for which it serves as "nominee".
- MERS has no financial or other interest in whether or not a mortgage loan is repaid.

MERS PROVIDES THE NEW SERVICER AND INVESTOR

MERS®
ServicerID
www.mers-servicerid.org

Process Loans, Not Paperwork™

1 record matched your search:

Need help?

MIN: 1000393-2005201573-7	Note Date: 01/05/2006	MIN Status: Active
Servicer: Aurora Bank FSB Scottsbluff, NE		Phone: (308) 220-2240

If you are a borrower on this loan, you can [click here](#) to enter additional information and display the Investor name.

MERS BUSINESS STATUS IS CURRENTLY ACTIVE



The creation of MERS changed the lending process. Instead of the lender being the Beneficiary on the DEED OF TRUST, MERS was now named as either the "Beneficiary" or the "Nominee for the Beneficiary" on the DEED OF TRUST. The concept was that with MERS assuming this role, there would be no need for Assignments of the DEED OF TRUST, since MERS would be given the "power of sale" through the DEED OF TRUST.

The naming of MERS as the Beneficiary meant that certain other procedures had to change. This was a result of the Note actually being made out to the lender, and not to MERS. Before explaining this change, it would be wise to explain the Securitization process.

As mentioned previously, Securitization and MERS required many changes in established practices. These practices were not and have not been codified, so they are major points of contention today.

One of the first issues to be addressed was how MERS might foreclose on a property. This was "solved" through an "unusual" practice.

- MERS has only 44 employees. They are all "overhead", administrative or legal personnel. How could they handle the load of foreclosures, Assignments, etc to be expected of a company with their duties and obligations? When a lender, Title Company, Foreclosure Company or other firm signed up to become a member of MERS, one or more of their people were designated as "Corporate Officers" of MERS and given the title of either Assistant Secretary or Vice President. These personnel were not employed by MERS, nor received income from MERS. They were been named "Officers" solely for the purpose of signing foreclosure and other legal documents in the name of MERS. (Apparently, there are some agreements which "authorize" these people to act in an Agency manner for MERS.)

This "solved" the issue of not having enough personnel to conduct necessary actions. It would be the Servicers, Trustees and Title Companies conducting the day-to-day operations needed for MERS to function.

As well, it was thought that this would provide MERS and their "Corporate Officers" with the "legal standing" to foreclose.

However, this brought up another issue that now needed addressing:

- When a Note is transferred, it must be endorsed and signed, in the manner of a person signing his paycheck over to another party. Customary procedure was to endorse it as "Pay to the Order of" and the name of the party taking the Note and then signed by the endorsing party. With a new party holding the Note, there would now need to be an Assignment of the Debt. This could not work if MERS was to be the foreclosing party.

The promissory note was made payable to ALLIANCE BANCORP. No record document suggests that it has been indorsed to MERS or any other named entity



Once a name is placed into the endorsement of the Note, then that person has the beneficial interest in the Note. Any attempt by MERS to foreclose in the MERS name would result in a challenge to the foreclosure since the Note was owned by "ABC" and MERS was the "Beneficiary". MERS would not have the legal standing to foreclose, since only the "person of interest" would have such authority. So, it was decided that the Note would be endorsed "in blank", which effectively made the Note a "Bearer Bond", and anyone holding the Note would have the "legal standing" to enforce the Note under Uniform Commercial Code. This would also suggest that Assignments would not be necessary.

MERS has recognized the Note Endorsement problem and on their website, stated that they could be the foreclosing party only if the Note was endorsed in blank. If it was endorsed to another party, then that party would be the foreclosing party.

The question now becomes as to whether a Note Endorsed in Blank and transferred to different entities as indicated previously does allow for foreclosure. If MERS is the foreclosing authority but has no entitlement to payment of the money, how could they foreclose? This is especially true if the true beneficiary is not known. Why raise the question of who the true beneficiary is? Again, from the MERS website.....

- "On MERS loans, MERS will show as the beneficiary of record. Foreclosures should be commenced in the name of MERS. To effectuate this process, MERS has allowed each servicer to choose a select number of its own employees to act as officers for MERS. Through this process, appropriate documents may be executed at the servicer's site on behalf of MERS by the same servicing employee that signs foreclosure documents for non-MERS loans. Until the time of sale, the foreclosure is handled in same manner as non-MERS foreclosures. At the time of sale, if the property reverts, the Trustee's MORTGAGE Upon Sale will follow a different procedure. Since MERS acts as nominee for the true beneficiary, it is important that the Trustee's MORTGAGE Upon Sale be made in the name of the true beneficiary and not MERS. Your title company or MERS officer can easily determine the true beneficiary. Title companies have indicated that they will insure subsequent title when these procedures are followed."

There, you have it. Direct from the MERS website. They admit that they name people to sign documents in the name of MERS. Often, these are Title Company employees or others that have no knowledge of the actual loan and whether it is in default or not.

Even worse, MERS admits that they are not the true beneficiary of the loan. In fact, it is likely that MERS has no knowledge of the true beneficiary of the loan for whom they are representing in an "Agency" relationship. They admit to this when they say "Your title company or MERS officer can easily determine the true beneficiary.

To further reinforce that MERS is not the true beneficiary of the loan, one need only look at the following Nevada Bankruptcy case, Hawkins, Case No. BK-S-07-13593-LBR (Bankr.Nev. 3/31/2009) (Bankr.Nev., 2009) – "A "beneficiary" is defined as "one designated to benefit from an appointment, disposition, or assignment . . . or to receive something as a result of a legal ar-



angement or instrument." **BLACK'S LAW DICTIONARY** 165 (8th ed. 2004). But it is obvious from the MERS' "Terms and Conditions" that MERS is not a beneficiary as it has no rights whatsoever to any payments, to any servicing rights, or to any of the properties secured by the loans.

In the case of MERS, the Note and the DEED OF TRUST are held by separate entities. This can pose a unique problem dependent upon the court. There are many court rulings based upon the following:

"The DEED OF TRUST is a mere incident of the debt it secures and an assignment of the debt carries with it the security instrument. Therefore, a DEED OF TRUST is inseparable from the debt and always abides with the debt. It has no market or ascertainable value apart from the obligation it secures."

A DEED OF TRUST has no assignable quality independent of the debt, it may not be assigned or transferred apart from the debt, and an attempt to assign the DEED OF TRUST without a transfer of the debt is without effect."

This very "simple" statement poses major issues. *To easily understand, if the DEED OF TRUST and the Note are not together with the same entity, then there can be no enforcement of the Note. The DEED OF TRUST enforces the Note. It provides the capability for the lender to foreclose on a property. If the DEED OF TRUST is separate from the Note, then enforcement, i.e. foreclosure cannot occur.* The following ruling summarizes this nicely.

In Saxon vs Hillery, CA, Dec 2008, Contra Costa County Superior Court, an action by Saxon to foreclose on a property by lawsuit was dismissed due to lack of legal standing. This was because the Note and the DEED OF TRUST were "owned" by separate entities. The Court ruled that when the Note and DEED OF TRUST were separated, the enforceability of the Note was negated until re-joined.

The Deed of Trust securing the note, while naming ALLIANCE BACORP. as "Lender,"

ALLIANCE BANCORP was a "correspondent lender" that originated Deed of Trust loans which in turn, was sold and transferred into a "federally-approved securitization" trust named LEHMAN XS TRUST SERIES 2006-3.

The Note and DEED OF TRUST have taken two distinctly different paths. The Note was securitized into LEHMAN XS TRUST SERIES 2006-3.

The written agreement that created LEHMAN XS TRUST SERIES 2006-3 is a "Pooling and Servicing Agreement" (PSA), and is a matter of public record, available on the website of the Securities Exchange Commission. The Trust is also described in a "Prospectus Supplement," also available on the SEC website. The Trust by its terms set a "CLOSING DATE" of ON OR ABOUT FEBRUARY 28, 2006. The promissory note in this case became trust property in compliance with



the requirement set forth in the PSA. The Trust agreement is filed under oath with the Securities and Exchange Commission. The acquisition of the assets of the subject Trust and the PSA are governed under the law.

In view of the foregoing, all Assignment of DEED OF TRUST executed after the Trust's Closing Date would be a void act for the reason that it violated the express terms of the Trust instrument.

The loan was originally made to ALLIANCE BANCORP and was sold and transferred to LEHMAN XS TRUST SERIES 2006-3. There is no record of Assignments to either the Sponsor or Depositor as required by the Pooling and Servicing Agreement.

In Carpenter v. Longan 16 Wall. 271, 83 U.S. 271, 274, 21 L.Ed. 313 (1872), the U.S. Supreme Court stated "The note and mortgage are inseparable; the former as essential, the latter as an incident. An assignment of the note carries the mortgage with it, while assignment of the latter alone is a nullity."

In DEUTSCHE BANK NATIONAL TRUST COMPANY v. JACQUELINE BETHEA August 9, 2011 APPELLATE DIVISION stated "the plaintiff's attorney in all residential foreclosure actions to attach a "certification of diligent inquiry" to the complaint and an "affidavit of diligent inquiry" to the motion to enter judgment, both verifying that the plaintiff's attorney spoke directly to an employee of the client or loan servicer to ensure that the information provided in the documents is accurate. &4:64-1(a)(2); & 4:64-2(d). The Court's order of June 9, 2011, applied this requirement to all pending residential foreclosures where there has not been a sheriff's sale.

"As a general proposition, a party seeking to foreclose a mortgage must own or control the underlying debt." Wells Fargo Bank, N.A. v. Ford, 418 N.J. Super. 592, 597 (App. Div. 2011) (quoting Bank of N.Y. v. Raftogianis, 418 N.J. Super. 323, 327-28 (Ch. Div. 2010)). "In the absence of a showing of such ownership or control, the plaintiff lacks standing to proceed with the foreclosure action and the complaint must be dismissed."

An obligation can exist with or without security. With no security, the obligation is unsecured but still valid. A security interest, however, cannot exist without an underlying existing obligation. It is impossible to define security apart from its relationship to the promise or obligation it secures. The obligation and the security are commonly drafted as separate documents – typically a promissory note and a DEED OF TRUST. If the creditor transfers the note but not the DEED OF TRUST, the transferee receives a secured note; the security follows the note, legally if not physically. If the transferee is given the DEED OF TRUST without the note accompanying it, the transferee has no meaningful rights except the possibility of legal action to compel the transferor to transfer the note as well, if such was the agreement. (Kelley v. Upshaw 91952) 39 C.2d 179, 246 P.2d 23; Polhemus v. Trainer (1866) 30C 685)

"Where the DEED OF TRUST has "transferred" only the DEED OF TRUST, the transaction is a nullity and his "assignee" having received no interest in the underlying debt or obligation,



has a worthless piece of paper (4 Richard R. Powell), Powell on Real Property, § 37.27 [2] (2000)

By statute, assignment of the DEED OF TRUST carries with it the assignment of the debt. . . Indeed, in the event that a deed of trust loan somehow separates interests of the note and the DEED OF TRUST, with the DEED OF TRUST lying with some independent entity, the mortgage may become unenforceable. *The practical effect of splitting the DEED OF TRUST from the promissory note is to make it impossible for the holder of the note to foreclose*, unless the holder of the DEED OF TRUST is the agent of the holder of the note. Without the agency relationship, the person holding only the note lacks the power to foreclose in the event of default. The person holding only the DEED OF TRUST will never experience default because only the holder of the note is entitled to payment of the underlying obligation. *The deed of trust loan becomes ineffectual when the note holder did not also hold the DEED OF TRUST.*"

This report was based exclusively on the documentation provided. It also required that we make reasonable assumptions respecting disclosures and certain loan terms that, if erroneous, may result in material differences between our findings and the loan's actual compliance with applicable regulatory requirements. While we believe that our assumptions provide a reasonable basis for the review results, we make no representations or warranties respecting the appropriateness of our assumptions, the completeness of the information considered, or the accuracy of the findings.

The contents of this report are being provided with the understanding that we are not providing legal advice, nor do we have any relationship, contractual or otherwise, with anyone other than the recipient. We do not, in providing this report, accept or assume responsibility for any other purpose.

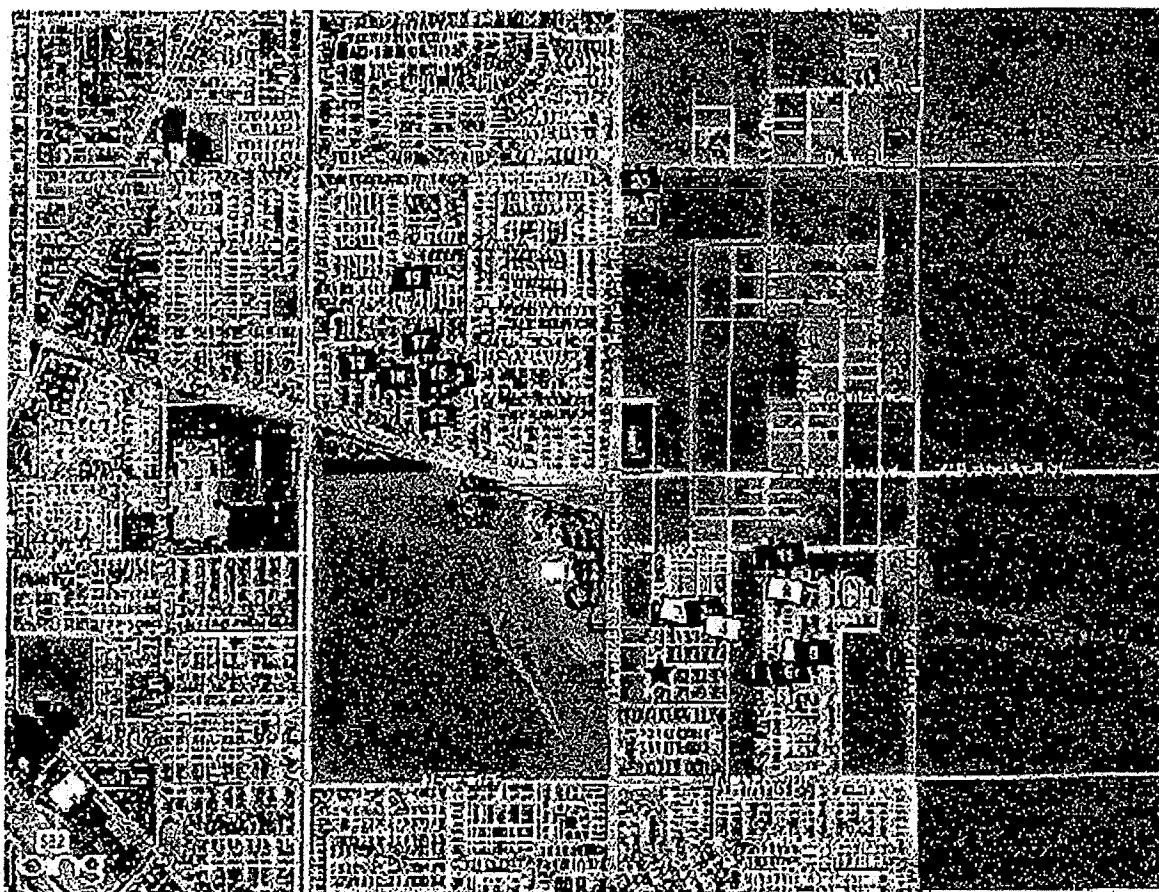
Sincerely,

Kristen Bronowich
Certified Mortgage Securitization Auditor

PRIME LEGAL SERVICE, LLC
1135 CLIFTON AVENUE, Suite 203
CLIFTON NEW JERSEY 07013
973-471-3381

Comparables

Map



Customer Name : Jesse Aquilino
Customer Company Name : American Coast Title
Prepared On : 11/09/2011
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Property Detail

Subject Property : 1020 Zurich Ave Henderson NV 89015

Owner Information

Owner Name : Cortez Priscilla S

Mailing Address : 1020 Zurich Ave, Henderson NV 89015-3518 C072

Vesting Codes : Married Woman / / Separate Property

Owner Occupied : O
Indicator :

Location Information

Legal Description : Boulder Creek 2 Plat Book 124 Page 72 Lot 8 Block A Pt S2 Se4 Sec 16 Twp 22 Rgn 63

County : Clark, NV

APN : 179-16-812-008

Census Tract / Block : 54.31 / 4

Subdivision : Boulder Creek 02

Township-Range-Sect : 22-63-16

Map Reference : 179-016 / 179-016

Legal Book/Page : 124-72

School District : Clark County

Legal Lot : 8

Munic/Township : Henderson

Legal Block : A

Owner Transfer Information

Recording/Sale Date : 08/01/2011 / 07/29/2011

Deed Type : Quit Claim Deed

Document # : 110801001825

Last Market Sale Information

Recording/Sale Date : 01/17/2006 / 01/10/2006

1st Mtg Int. Rate/Type : 7% / Adjustable Int Rate
Loan

Sale Price : \$506,440

1st Mtg Document # : 60117003647

Document # : 60117003644

1st Mtg Term : 30

Deed Type : Bargain & Sale Deed

2nd Mtg Amount/Type : \$50,600 / Conv

1st Mtg Amount/Type : \$405,150 / Cnv

Title Company : Chicago Title Co.

Lender : Alliance Bancorp

Seller Name : Woodside Preserve Of Boulder Cree

Customer Name : Jessie Aquinoogoc
Customer Company Name : American Coast Title
Prepared On : 11/09/2011
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Property Detail

Property Characteristics

Gross Area : 4,179	# of Stories : 2	Porch Type : Patio/porch
Living Area : 3,501	Parking Type : Built-in	Patio Type : Concrete Block Patio
Above Grade : 3501	Garage Area : 678	Air Cond : Central
Total Rooms : 10	Roof Material : Concrete Tile	Quality : Average
Bedrooms : 5	Heat Type : Forced Air	Bath Fixtures : 16
Bath(F/H) : 3	Cooling Type : Forced Air	Floor Cover : Carpet
Fireplace : Y / 1	Exterior wall : Frame/stucco	Other Rooms : Dining Room, Family Room

Year Built / Eff : 2005 / 2005

Property Information

Land Use : Str	Zoning : RS-4	Lot Size : 11,326
County Use : Resid-single Family	Lot Acres : 0.26	

Tax Information

Total Value : \$249,171	Assessed Year : 2011	Property Tax : \$2,821.09
Land Value : \$35,000	Improve % : 86%	Tax Rate Area : 505
Improvement Value : \$214,171	Tax Year : 2010	Market Value : \$249,171
Total Taxable Value :		

Comparables

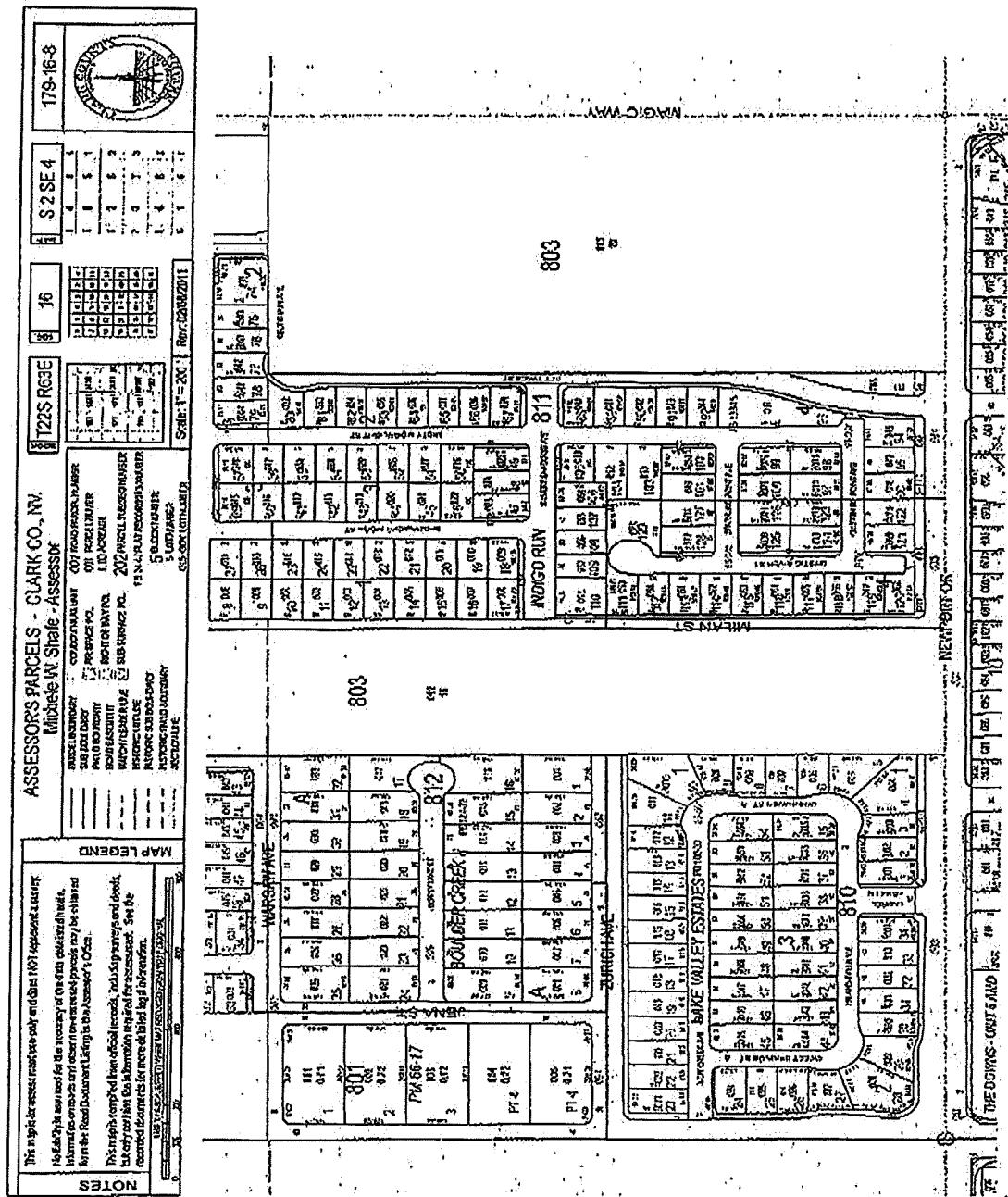
Sales Analysis

Criteria	Subject Property	Low	High	Average
Sale Price	\$506,440	\$195,000	\$405,000	\$252,310
Bldg/Living Area	3501	2996	3668	3441
Price Per Square Foot		\$48	\$90	\$61.79
Year Built	2005	2002	2008	2005
Lot Size	11,326	6,098	33,541	9,126
Bedrooms	5	3	6	5
Bathrooms	3	3	4	4
Stories	2	2	2	2
Total Assessed Value	\$249,171	\$207,746	\$391,111	\$245,990
Distance From Subject	0	0.09	0.79	0.40

Summary of Comparables

#	Address	Sale Price	Total Assessed Value	Sale Date	Bed	Bath	Living Area	Lot Size	Year Built	Dis (Miles)	Zoning
1	1020 Zurich Ave	506,440	249,171	01/17/2006	5	3	3,501	11,326	2005		RS-4
1	1025 Warsaw Ave	260,000	249,171	06/10/2011	5	3	3,501	10,019	2005	0.09	RS-4
2	1029 Warsaw Ave	283,000	263,580	11/30/2010	4	3	3,101	10,019	2005	0.09	RS-4
3	1041 Warsaw Ave	269,900	249,171	02/01/2011	5	3	3,501	10,019	2005	0.12	RS-4
4	1048 Bonny Lake Ct	270,000	283,991	02/22/2011	5	3	3,501	12,197	2006	0.12	RS-4
5	1109 Silvery Shadows Ave	295,000	287,468	05/31/2011	5	4	3,668	9,583	2006	0.19	RS-4
6	1117 Silvery Shadows Ave	227,800	239,643	08/18/2011	6	4	3,668	6,098	2007	0.22	RS-4
7	1124 Silvery Shadows Ave	240,000	247,200	06/27/2011	6	4	3,668	6,534	2008	0.23	RS-4
8	333 Shimmering Moon St	245,000	238,351	06/24/2011	6	4	3,668	6,098	2006	0.24	RS-4
9	1132 Silvery Shadows Ave	250,000	246,063	10/11/2011	6	4	3,668	6,534	2008	0.26	RS-4
10	340 S Milan St	241,000	240,103	04/28/2011	5	4	3,668	6,098	2006	0.26	RS-4

Assessor Map



Customer Name : Jesse Aquinleng
Customer Company Name : American Coast Title
Prepared On : 11/09/2011
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Transaction History

Sales History

Rec. Date :	08/01/2011	12/30/2008	01/17/2006	01/17/2006
Sale Date :	07/29/2011	11/17/2008	01/06/2006	01/06/2006
Sale Price :				
Rec.Doc.No :	110801001825	81230002923	60117003646	60117003645
Doc. Type :	Quit Claim Deed	Quit Claim Deed	Bargain & Sale Deed	Bargain & Sale Deed
Sale Price Type :				
Multi/Split Sale :				
Buyer :	Cortez Priscilla S Hoa	Boulder Creek II Hoa	Evalobo Richard	Cortez Priscilla S
Seller :	Evalobo Richard	Woodside Preserve Of Boulder Creek	Evalobo Darlyn	Cortez Juanita
Title Company :		Chicago Title Co.	Chicago Title Co.	Chicago Title Co.
Other Doc No. :				
Rec. Date :	01/17/2006			
Sale Date :	01/10/2006			
Sale Price :	\$506,440			
Rec.Doc.No :	60117003644			
Doc. Type :	Bargain & Sale Deed			
Sale Price Type :				
Multi/Split Sale :				
Buyer :	Evalobo Richard			
Seller :	Woodside Preserve Of Boulder Creek			
Title Company :	Chicago Title Co.			
Other Doc No. :				

Note: Refer to the property reports recorded documents.

Customer Name : Jesse Aquilino
 Customer Company Name : American Coast Title
 Prepared On : 11/09/2011
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Transaction History

Mortgage History

1st Mortgage Details

Mtg. Date : 01/17/2006
Mtg. Amt. : \$405,150
Doc. Type :
Loan Type : Conventional
Mtg. Rate Type : Adjustable Int Rate Loan
Mtg. Term : 30 Years
Mtg. Rate : 7.25
Lender : Alliance Bancorp
Borrower 1 : Evalobo Richard
Borrower Vesting :
Borrower 2 : Cortez Priscilla S
Borrower 3 :
Borrower 4 :

2nd Mortgage Details

2nd Mtg. Date : 01/17/2006
2nd Mtg. Amt. : \$50,600
Doc. Type :
Loan Type : CONVENTIONAL
2nd Mtg. Rate Type : FIXED RATE LOAN
2nd Mtg. Term : 30 Years
2nd Mtg. Rate :
Lender : Alliance Bancorp
Borrower 1 : Evalobo Richard
Borrower Vesting :
Borrower 2 : Cortez Priscilla S
Borrower 3 :
Borrower 4 :

Note: Refer to the property reports recorded documents.

Customer Name : Jesse Aquiringoc
Customer Company Name : American Coast Title
Prepared On : 11/09/2011
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Transaction History

Foreclosure History

Doc Type :	Notice Of Trustee's Sale	Notice Of Default
Recording Date :	10/19/2011	03/16/2011
Orig Mtg Amt :		
Orig Doc Date :	12/13/2010	12/13/2010
Lender Name :	No Lender On Document	Private Individual

Note: Refer to the property reports recorded documents.

Customer Name : Jesse Aquiningoc
Customer Company Name : American Coast Title
Prepared On : 11/09/2011
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Neighbors
1024 ZURICH AVEDistance **0.02 Miles**Owner Name : **Garbiso Robert D**Subdivision : **Boulder Creek 02**Sale Date : **06/09/2008**Recording Date : **06/23/2008**Total Value : **\$248,960**Sale Price : **\$402,500**Bed / Bath : **5 / 3**Property Tax : **\$2,818.89**Land Use : **Sfr**Lot Acres : **0.23**Stories : **2**Living Area : **3,501**Yr Blt / Eff Yr Blt : **2005 / 2005**APN : **179-16-812-007****1021 BONNY LAKE CT**Distance **0.03 Miles**Owner Name : **Hillstead Cameron G**Subdivision : **Boulder Creek 02**Sale Date : **06/09/2008**Recording Date : **06/14/2008**Total Value : **\$212,629**Sale Price : **\$442,795**Bed / Bath : **3 / 2**Property Tax : **\$2,420.34**Land Use : **Sfr**Lot Acres : **0.29**Stories : **1**Living Area : **2,427**Yr Blt / Eff Yr Blt : **2006 / 2006**APN : **179-16-812-009****1028 ZURICH AVE**Distance **0.03 Miles**Owner Name : **Rhude John & Bonnie Rev
Living**Subdivision : **Boulder Creek 02**Sale Date : **12/20/2005**Recording Date : **12/22/2005**Total Value : **\$251,283**Sale Price : **\$481,121**Bed / Bath : **5 / 3**Property Tax : **\$2,842.19**Land Use : **Sfr**Lot Acres : **0.23**Stories : **2**Living Area : **3,501**Yr Blt / Eff Yr Blt : **2005 / 2005**APN : **179-16-812-006**


Neighbors
1025 BONNY LAKE CT**Distance 0.03 Miles**

Owner Name : Haze Ronald J II

Subdivision : Boulder Creek 02

Sale Date : 06/16/2006

Recording Date : 06/21/2006

Total Value : \$279,654

Sale Price : \$546,341

Bed / Bath : 4 / 3

Property Tax : \$2,761.98

Land Use : Sfr

Lot Acres : 0.26

Stories : 2

Living Area : 3,101

Yr Blt / Eff Yr Blt : 2006 / 2006

APN : 179-16-812-010

1024 NEW CREEK AVE**Distance 0.04 Miles**

Owner Name : Angwin Andrea L

Subdivision : Lake Valley Estate

Sale Date : 12/11/2003

Recording Date : 12/18/2003

Total Value : \$154,320

Sale Price : \$215,500

Bed / Bath : 2 / 2

Property Tax : \$1,616.60

Land Use : Sfr

Lot Acres : 0.16

Stories : 1

Living Area : 1,578

Yr Blt / Eff Yr Blt : 2004 / 2004

APN : 179-16-810-018

1020 NEW CREEK AVE**Distance 0.04 Miles**

Owner Name : Bedillian Stranoush

Subdivision : Lake Valley Estate

Sale Date : 12/22/2003

Recording Date : 12/30/2003

Total Value : \$178,154

Sale Price : \$264,724

Bed / Bath : 3 / 2

Property Tax : \$1,858.25

Land Use : Sfr

Lot Acres : 0.16

Stories : 1

Living Area : 2,161

Yr Blt / Eff Yr Blt : 2004 / 2004

APN : 179-16-810-019



Neighbors

1028 NEW CREEK AVE**Distance 0.04 Miles**Owner Name : **Santana Salvador**Subdivision : **Lake Valley Estate**Owner Phone : **(702) 558-9431**Recording Date : **12/16/2003**Sale Date : **12/09/2003**Sale Price : **\$239,175**Total Value : **\$171,394**Property Tax : **\$1,793.38**Bed / Bath : **3 / 2**Lot Acres : **0.16**Land Use : **Sfr**Living Area : **2,161**Stories : **1**APN : **179-16-810-017**Yr Blt / Eff Yr Blt : **2004 / 2004****1029 BONNY LAKE CT****Distance 0.04 Miles**Owner Name : **Alford Family Living Trust**Subdivision : **Boulder Creek 02**Sale Date : **06/09/2006**Recording Date : **06/20/2006**Total Value : **\$235,566**Sale Price : **\$490,057**Bed / Bath : **4 / 3**Property Tax : **\$2,606.30**Land Use : **Sfr**Lot Acres : **0.26**Stories : **2**Living Area : **3,101**Yr Blt / Eff Yr Blt : **2006 / 2006**APN : **179-16-812-011****1016 NEW CREEK AVE****Distance 0.04 Miles**Owner Name : **Smith Linda A**Subdivision : **Lake Valley Estate**Sale Date : **12/22/2003**Recording Date : **12/23/2003**Total Value : **\$173,843**Sale Price : **\$231,045**Bed / Bath : **2 / 2**Property Tax : **\$1,816.62**Land Use : **Sfr**Lot Acres : **0.16**Stories : **1**Living Area : **1,578**Yr Blt / Eff Yr Blt : **2004 / 2004**APN : **179-16-810-020**



1032 ZURICH AVE

Distance 0.04 Miles

Owner Name : Glass Lusviminda

Subdivision : Boulder Creek 02

Sale Date : 12/15/2005

Recording Date : 12/29/2005

Total Value : \$230,726

Sale Price : \$523,844

Bed / Bath : 4 / 3

Property Tax : \$2,616.21

Land Use : Sfr

Lot Acres : 0.23

Stories : 2

Living Area : 3,101

Yr Blt / Eff Yr Blt : 2005 / 2005

APN : 179-16-812-005

Inst #: 201111150002906

Fees: \$18.00

N/C Fee: \$0.00

11/16/2011 12:13:31 PM

Receipt #: 978257

Requestor:

SERVICELINK IRVINE

Recorded By: OSA Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

Assessor's/Tax ID No. 179-16-812-008 & 179-16-803-001

Recording Requested By:

AURORA BANK FSB **SERVICELINK**

When Recorded Return To:

ASSIGNMENT PREP

AURORA BANK FSB

P.O. Box 1706

Scottsbluff, NE 69363-1706

184787

CORPORATE ASSIGNMENT OF DEED OF TRUST

Clark, Nevada

REF #: 0119243400 "EVALOBO"

MERS #: 100039320052015737 SIS #: 1-888-679-6377

THE UNDERSIGNED DOES HEREBY AFFIRM THAT THIS DOCUMENT SUBMITTED FOR RECORDING DOES NOT CONTAIN PERSONAL INFORMATION ABOUT ANY PERSON.

Date of Assignment: September 8th, 2011

Assignor: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR ALLIANCE BANCORP, ITS SUCCESSORS AND/OR ASSIGNS at 1901 E. VOORHEES STREET, SUITE C, DANVILLE, IL 61834

Assignee: AURORA BANK FSB at 1000 N. WEST STREET, STE 200, WILMINGTON, DE 19801

Executed By: RICHARD EVALOBO, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY AND PRISCILLA SANTOS CORTEZ, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY To: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR ALLIANCE BANCORP

Date of Deed of Trust: 01/05/2006 Recorded: 01/17/2006 in Book: N/A Page: 0003647 as Instrument No.: 20060117 In the County of Clark, State of Nevada.

Assessor's/Tax ID No. 179-16-812-008 & 179-16-803-001

Property Address: 1020 ZURICH AVE, HENDERSON, NV 89015

For value received, the said Assignor hereby assigns and transfers to Assignee all its right, title and interest in and to said Deed of Trust. IN WITNESS WHEREOF, the assignor has executed these presents the day and year first above written:

*RBR*RBRALSI*09/08/2011 01:14:18 PM* ALSI01ALSI000000000000000745462* NVCLARK*
0119243400 NVCLARK_ALSI_TRUST_ASSIGN_ASSN * RBRALSI*

CORPORATE ASSIGNMENT OF DEED OF TRUST Page 2 of 2

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR
ALLIANCE BANCORP, ITS SUCCESSORS AND/OR ASSIGNS
On 09/08/11

By: Pamela J. Pedersen
PAMELA J. PEDERSEN, Vice-President



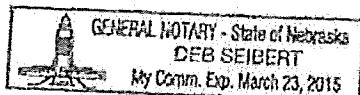
STATE OF Nebraska
COUNTY OF Scotts Bluff

On 9-8-11, before me, DEB SEIBERT, a Notary Public in and for Scotts Bluff in the State of Nebraska, personally appeared PAMELA J. PEDERSEN, Vice-President, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,

Deb Seibert
DEB SEIBERT

Notary Expires: 03/23/2015



(This area for notarial seal)

Mail Tax Statements To: RICHARD EVALOBO, 1020 ZURICH AVE, HENDERSON, NV 89015

*RBR*RBRALSI*09/08/2011 01:14:18 PM* ALSI01ALSI00000000000000007454B2* NVCLARK*
0119243400 NVCLARK_ALSI_TRUST_ASSIGN_ASSN **RBRALSI*

APN No.: 179-16-812-008
Recording requested by:

SERVICELINK

When recorded mail to:

Nationstar Mortgage LLC
350 Highland Drive
Lewisville, TX 75067

Inst #: 20121204002280
Fees: \$18.00
N/C Fee: \$0.00
12/04/2012 12:54:37 PM
Receipt #: 1406285
Requestor:
SERVICELINK IRVINE
Recorded By: DXI Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER

TS No.: NV-11-474298-CL

Space above this line for recorders use

Order No.: 984737

MERS MIN No.: 100039320052015737 MERS Telephone No. 1-888-679-6377

It is hereby affirmed that this document submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030).

Assignment of Deed of Trust

For value received, the undersigned hereby grants, assigns, and transfers to

Nationstar Mortgage LLC

All beneficial interest and all rights accrued or to accrue under that certain Deed of Trust dated 1/5/2006 executed by **RICHARD EVALOBO, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY AND PRISCILLA SANTOS CORTEZ, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY**, as Trustor(s) to **CHICAGO TITLE COMPANY**, as Trustee and recorded as Instrument No. 20060117-0003647, on 1/17/2006, of Official Records in the office of the County Recorder of **CLARK County, NV**, that secures the underlying promissory note.

TS No.: NV-11-474298-CL
Page 2

Dated: 11/27/12

Aurora Bank FSB by Nationstar Mortgage LLC
as attorney in fact

By:



Clint Vail 11/27/12

Clint Vail

Assistant Secretary

State of: Texas

) ss

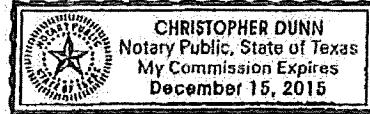
County of: Denton

On 11-27-12 before me, Christopher Dunn the undersigned Notary Public, personally appeared Clint Vail personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature  11/27/12 (Seal)

Christopher Dunn



Inst #: 201212200004110

Fees: \$18.00

N/C Fee: \$0.00

12/20/2012 02:14:20 PM

Receipt #: 1429789

Requester:

SERVICELINK IRVINE

Recorded By: RNS Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN No.: 179-16-812-008

Recording requested by: SERVICELINK

When recorded mail to:

Quality Loan Service Corporation

2141 5th Avenue

San Diego, CA 92101

619-645-7711

TS No.: NV-11-474296-CL

Space above this line for recorders use only

Order No.: 984737

MERS MIN No.: 100039320052015737 MERS

Telephone No. 1-888-679-6377

Substitution of Trustee

WHEREAS, RICHARD EVALOBO, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY AND PRISCILLA SANTOS CORTEZ, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY was the original Trustor, CHICAGO TITLE COMPANY was the original Trustee, and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR ALLIANCE BANCORP was the original Beneficiary under that certain Deed of Trust dated 1/5/2006 and recorded on 1/17/2006 as Instrument No. 20060117-0003647, of Official Records of CLARK County, NV; and

WHEREAS, the undersigned is the present Beneficiary under said Deed of Trust, and

WHEREAS, the undersigned desires to substitute a new Trustee under said Deed of Trust in place and stead of said original Trustee, or Successor Trustee, thereunder, in the manner provided for in said Deed of Trust,

NOW, THEREFORE, the undersigned hereby substitutes QUALITY LOAN SERVICE CORPORATION, as Trustee under said Deed of Trust.

TS No: NV-11-474296-CL
Page 2

Date: **Nationstar Mortgage LLC by Quality Loan Service Corporation as its attorney in fact**

DEC 18 2012

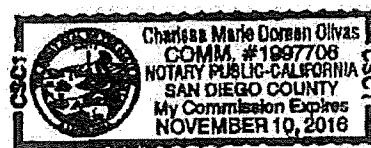
By: Stephanie Fuentes, Assistant Secretary

State of: California)
County of: San Diego)

On DEC 18 2012 before me, CHARISSA MARIE DORRIVEN OTTAS a notary public, personally appeared Stephanie Fuentes, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal. (Seal)



APN No.(s): 179-16-812-008
Recording requested by:

When recorded mail to:
Quality Loan Service Corporation
411 Ivy Street
San Diego, CA 92101
619-645-7711

Inst #: 20141217-0000019
Fees: \$223.00
N/C Fee: \$0.00
12/17/2014 08:00:17 AM
Receipt #: 2254076
Requestor:
LSI TITLE AGENCY INC.
Recorded By: SOL Pgs: 7
DEBBIE CONWAY
CLARK COUNTY RECORDER

TS No.: NV-11-474296-CL

Space above this line for recorders use only

Order No.: 984737

Property Address: 1020 ZURICH AVE, HENDERSON, NV 89015

It is hereby affirmed that this document submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030).

Notice of Breach and Default and of Election to Cause Sale of Real Property under Deed of Trust

NOTICE IS HEREBY GIVEN: That Quality Loan Service Corporation is either the original trustee or the duly appointed substituted trustee under a Deed of Trust dated 1/5/2006, executed by RICHARD EVALOBO, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY AND PRISCILLA SANTOS CORTEZ, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY, as Trustor, to secure certain obligations in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR ALLIANCE BANCORP, as beneficiary, recorded 1/17/2006, as Instrument No. 20060117-0003647, of Official Records in the Office of the Recorder of CLARK County, Nevada securing, among other obligations including 1 NOTE(S) FOR THE ORIGINAL sum of \$405,150.00, that the beneficial interest under such Deed of Trust and the obligations secured thereby are presently held by the beneficiary; that a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that payment has not been made of:

The installments of principal and interest which became due on 5/1/2011, and all subsequent installments of principal and interest through the date of this Notice, plus amounts that are due for late charges, delinquent property taxes, insurance premiums, advances made on senior liens, taxes and/or insurance, trustee's fees, and any attorney fees and court costs arising from or associated with the beneficiaries efforts to protect and preserve its security, all of which must be paid as a condition of reinstatement, including all sums that shall accrue through reinstatement or pay-off. This amount owed will increase until your account becomes current. Nothing in this notice shall be construed as a waiver of any fees owing to the Beneficiary under the Deed of Trust pursuant to the terms of the loan documents.

The present Beneficiary under such Deed of Trust has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

TS No.: NV-11-474296-CL
Notice of Default

NOTICE

You may have the right to cure the default hereon and reinstate the one obligation secured by such Deed of Trust above described. Section NRS 107.080 permits certain defaults to be cured upon the payment of the amounts required by that statutory section without requiring payment of that portion of principal and interest which would not be due had no default occurred. As to owner occupied property, where reinstatement is possible, the time to reinstate may be extended to 5 days before the date of sale pursuant to NRS 107.080. The Trustor may have the right to bring a court action to assert the nonexistence of a default or any other defense of Trustor to acceleration and sale.

For information relating to the foreclosure status of the property and/or to determine if a reinstatement is possible and the amount, if any, to cure the default, please contact:

Nationstar Mortgage LLC
c/o Quality Loan Service Corporation
411 Ivy Street
San Diego, CA 92101
619-645-7711

To reach a Loss Mitigation Representative who is authorized to negotiate a loan modification, please contact:

Nationstar Mortgage LLC
Contact: Loss Mitigation Team
Department: Loss Mitigation Department
Phone: 888-480-2432
Toll Free: 888-480-2432

You may wish to consult a credit-counseling agency to assist you. The following are two local counseling agencies approved by the Department of Housing and Urban Development (HUD): Nevada Legal Services, Inc., 877-693-2163, <http://www.nslaw.net>; and Southern Nevada Regional Housing Authority, 702-922-6900, <http://www.snvhra.org>. HUD can provide you with the names and addresses of additional local counseling agencies if you call HUD's toll-free telephone number: 800-569-4287. Additional information may also be found on HUD's website: <http://portal.hud.gov/portal/page/portal/HUD/localoffices>.

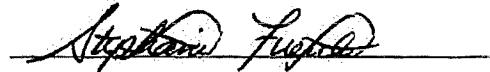
If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale provided the sale is concluded prior to the conclusion of the foreclosure.

As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations.

QUALITY MAY BE CONSIDERED A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

TS No.: NV-11-474296-CL
Notice of Default

Dated: **DEC 12 2014** Quality Loan Service Corporation, as Trustee



By: **Stephanie Fuentes, Assistant Secretary**

State of: California

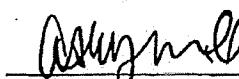
) ss.

County of: San Diego

On **DEC 12 2014** before me, ASHLEY MAXWELL a notary public, personally appeared Stephanie Fuentes, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under *PENALTY OF PERJURY* under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal. (Seal)



Ashley Maxwell

(Page 1 of 1)

NEVADA DECLARATION OF COMPLIANCE
NV SB 321 (2013) Sec. 11

Borrower(s): **RICHARD EVALOBO & PRISCILLA SANTOS CORTEZ**
Property Address: **1020 ZURICH AVE HENDERSON, NV 89015**
Trustee Sale Number:

I am employed as an Assistant Secretary by Nationstar Mortgage LLC ("Nationstar"), the servicer for the mortgage loan.

I personally reviewed the business records of Nationstar and determined that:

Nationstar contacted the borrower(s) as required by SB 321 (2013) Sec. 11(2).

Nationstar attempted to contact the borrower(s) as required by SB 321 (2013) Sec. 11(5).

The requirements of SB 321 (2013) Sec. 11 do not apply because the individual(s) is not a Borrower and no contact was required.

I declare that the foregoing statement is true to the best of my knowledge and belief.

As all pre-foreclosures notices required by NRS 107.080(2)(c)(3) and SB 321 (2013) Sec. 10(1) were timely sent per statute, the mortgage servicer authorizes the trustee to submit the attached Notice of Default to be recorded and to exercise the power of sale.

Nationstar Mortgage LLC

Dated: 6/3/14

C. Smith 6/3/14
Signature of Employee

Cornel Smith – Assistant Secretary
Printed Name of Employee

Ver 06.01.2013

**AFFIDAVIT OF AUTHORITY TO EXERCISE THE
POWER OF SALE**

<p>Borrower(s): RICHARD EVALOBO, PRISCILLA SANTOS CORTEZ 1020 ZURICH AVE HENDERSON, NV 89015</p>		<p>Trustee Name and Address: Quality Loan Service Corp. 2141 5th Avenue San Diego, CA 92101</p>
<p>Property Address: 1020 ZURICH AVE HENDERSON, NV 89015</p>		<p>Deed of Trust Document Instrument No. 20060117-0003647</p>

STATE OF Texas)
COUNTY OF Denton) SS:

The affiant, Jesslyn Williams, being first duly sworn upon oath and under penalty of perjury, attests as follows:

1. I am an employee of Nationstar Mortgage LLC. I am duly authorized to make this Affidavit for Nationstar Mortgage LLC in its capacity as the current beneficiary of the subject Deed of Trust ("Beneficiary") or the Servicer for the current beneficiary of the Deed of Trust.

2. I have the personal knowledge required to execute this Affidavit, as set forth in NRS 107.080(2)(c) and can confirm the accuracy of the information set forth herein. If sworn as a witness, I could competently testify to the facts contained herein.

3. In the regular and ordinary course of business, it is Nationstar Mortgage LLC's practice to make, collect, and maintain business records and documents related to any loan it originates, funds, purchases and/or services, including the Subject Loan (collectively, "Business Records"). I have continuing access to the Business Records for the Subject Loan, and I am familiar with the Business Records and I have personally reviewed the business records relied upon to compile this Affidavit.

4. The full name and business address of the current trustee or the current trustee's representative or assignee is:

Quality Loan Service Corp.	2141 5 th Avenue San Diego, CA 92101
Full Name	Street, City, State, Zip

5. The full name and business address of the current holder of the note secured by the Deed of Trust is:

Nationstar Mortgage LLC	350 Highland Drive, Lewisville, TX, 75067
Full Name	Street, City, State, Zip

6. The full name and business address of the current beneficiary of record of the Deed of Trust is:

Nationstar Mortgage LLC	350 Highland Drive, Lewisville, TX, 75067
Full Name	Street, City, State, Zip

7. The full name and business address of the current servicer of the obligation or debt secured by the Deed of Trust is:

Nationstar Mortgage LLC	350 Highland Drive, Lewisville, TX, 75067
Full Name	Street, City, State, Zip

8. The beneficiary, its successor in interest, or the trustee of the Deed of Trust has: (I) actual or constructive possession of the note secured by the Deed of Trust; and/or (II) is entitled to enforce the obligation or debt secured by the Deed of Trust. If the latter is applicable and the obligation or debt is an "instrument," as defined in NRS § 104.3103(2), the beneficiary, successor in interest to the beneficiary, or trustee entitled to enforce the obligation or debt is either: (1) the holder of the instrument constituting the obligation or debt; (2) a nonholder in possession of the instrument who has the rights of the holder; or (3) a person not in possession of the instrument who is entitled to enforce the instrument pursuant to a court order issued NRS § 104.3309.

9. The beneficiary, its successor in interest, the trustee, the servicer of the obligation or debt secured by the Deed of Trust, or an attorney representing any of those persons, has sent to the obligor or borrower of the of the obligation or debt secured by the Deed of Trust a written statement containing the following information (I) the amount of payment required to make good the deficiency in performance or payment, avoid the exercise of the power of sale and reinstate the underlying obligation or debt, as of the date of the statement; (II) The amount in default; (III) the principal amount of the obligation or debt secured by the Deed of Trust; (IV) the amount of accrued interest and late charges; (V) a good faith estimate of all fees imposed in connection with the exercise of the power of sale; (VI) contact information for obtaining the most current amounts due and a local or toll free

telephone number where the obligor or borrower of the obligation or debt may call to receive the most current amounts due and a recitation of the information contained in this Affidavit.

10. The borrower or obligor may utilize the following toll-free or local telephone number to inquire about the default, obtain the most current amounts due, receive a recitation of the information contained in this Affidavit, and/or explore loss mitigation alternatives: 888-480-2432.

11. Pursuant to my personal review of the business records of the beneficiary, the successor in interest of the beneficiary, and/or the business records of the servicer of the obligation or debt secured by the Deed of Trust; and/or the records of the county recorder where the subject real property is located; and/or the title guaranty or title insurance issued by a title insurer or title agent authorized to do business in the state of Nevada, the following is the (I) date, (II) recordation number (or other unique designation); and (III) assignee of each recorded assignment of the subject Deed of Trust:

Recorded Date	Recording Number	Name of Assignee (From/To)
11/15/2011	201111150002906	Mortgage Electronic Registration Systems, Inc., as nominee for Alliance Bancorp, its successors and assigns/Aurora Bank FSB
12/4/2012	201212040002280	Aurora Bank, FSB/Nationstar Mortgage LLC

Signed By: Jesslyn Williams 4/26/14 Dated: 4/26/14
 Print Name: Jesslyn Williams Assistant Secretary

STATE OF Texas)
) ss:
 COUNTY OF Denton)

On this 26th day of June, 20 14, personally appeared before me, a Notary Public, in and for said County and State, Jesslyn Williams, known to me to be the persons described in and who executed the foregoing instrument in the capacity set forth therein, who acknowledged to me that he/she executed the same freely and voluntarily and for the uses and purposes therein mentioned.



Megan Williams
 NOTARY PUBLIC IN AND FOR
 SAID COUNTY AND STATE

1 Priscilla Santos Cortez
2 4132 Calmoor Street
3 National City, California [91950]

4 Propria persona
5
6
7

11 24 PM '15

CLARK COUNTY DISTRICT COURT

DISTRICT COURT

CLARK COUNTY, NEVADA

10 PRISCILLA SANTOS CORTEZ,

9 CIVIL CASE NO. A-15-718200-C
11 X111

12 Plaintiff,
13 vs.

14 NOTICE OF PENDENCY OF ACTION
15 (LIS PENDENS)

16 NATIONSTAR MORTGAGE, LLC;
17 QUALITY LOAN SERVICING, LLC;
18 WEST COAST MORTGAGE GROUP;
19 ALLIANCE BANCORP;
20 AURORA BANK, FSB;
21 MORTGAGE ELECTRONIC
22 REGISTRATION SYSTEMS, INC.;
23 ROSE VELLANOWETH;
24 and DOES 1-10, inclusive,

Defendants.

25 NOTICE IS HEREBY GIVEN that the above-entitled action concerning and affecting the
26 title to and the real property itself, as described herein, was commenced on May 11, 2015, in the
27 above-named court by Plaintiff, Priscilla Santos Cortez. The action is now pending in the above-
28 named court.

29 The Real Property the subject of this action is commonly described as: 1020 Zurich
30 Avenue, Henderson, NV 89015, and legally described as:
31

Lot Eight (8) in Block A of BOULDER CREEK 11, as shown by map thereof on file in Book 124 of Plats, Page 72, in the Office of the County Recorder of Clark County, Nevada.

A.P.N. 179-16-812-008.

The object of Plaintiffs action in the above-entitled action is to quiet all claims of title adverse to that of the Plaintiffs claim.

Plaintiff further seeks an order enjoining Defendants and each of them and each of their agent, attorneys, successors and representatives and all persons acting in concert or participating with them from removing, evicting or in any way interfering with Plaintiff's quiet and exclusive possession and occupancy of the Subject Property, and Plaintiff's record title to the Subject Property.

Priscilla Santos Carter
Priscilla Santos Carter

Priscilla Santos Cortez

4132 Calmoor Street
National City, California [91950]

ACKNOWLEDGMENT

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this 41 day of May, 2015, before me, Collective, Inc. of America, a Notary Public, personally appeared Priscilla Santos Cortez, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by her signature on the instrument the person executed the instrument.

I certify under the PENALTY OF PERJURY pursuant to the Laws of the State of Nevada that the foregoing paragraph is true, correct and complete.

Notary Public in and for the State of Nevada.

My commission Expires: 6/6/2011

